

# The Solicitors' Journal.

LONDON, JUNE 10, 1882.

## CURRENT TOPICS.

IN CONSEQUENCE of the absence of Vice-Chancellor HALL from illness all the causes and matters assigned to him have been transferred, by order of court, to Mr. Justice KAY, who will proceed with Vice-Chancellor HALL's motions, petitions, and adjourned summonses on the usual days, but will sit in his own court.

THE LIST of the Appeal Court, published since our last issue, exhibits an increase in the number of cases which we had not anticipated. It contains 58 appeals from the Chancery Division, 103 from the Queen's Bench Division, 16 from the Probate, Divorce, and Admiralty Division, and 9 bankruptcy appeals, making a total of 186 appeals.

THE APPOINTMENT of Mr. DAY, Q.C., to the vacant judgeship has been a surprise to the profession. His great common sense, ability and experience render it safe to predict that he will make what is known as a very good *Nisi Prius* judge. There is an impression, however, that, valuable as these qualities are, something more is needed at present on the bench of the High Court, and that it would be well if judges of first instance were selected from members of the bar, distinguished, not merely as able advocates, but also as lawyers of great learning.

THE CAUSE LIST of the Chancery Division shows the increase we ventured during last sittings to anticipate. The causes set down before Vice-Chancellor BACON number 93; those before Vice-Chancellor HALL, 101; those before Mr. Justice FRY, 104; those before Mr. Justice KAY, 152; and those before Mr. Justice CHITTY, 186; making a grand total of 636 causes in the Chancery Division. At the commencement of the Easter Sittings there were 615, and a year ago there were only 446. That the existing staff of judges of first instance can adequately deal with this mass of work, in addition to the large amount of interlocutory business which occupies at least two days in each week, appears hopeless, especially as Mr. Justice FRY will be absent for a long time on circuit, and Vice Chancellor HALL is disabled by illness.

THE BILL to extend and improve the Middlesex Registry, brought in by Mr. HOPWOOD, to which we referred last week, has been printed; and provides, as we anticipated, that the district shall be divided into sub-districts, and that a separate division of the register shall be kept for each sub-district; also that the index shall be so framed as to furnish references to places as well as to persons, and shall, as far as practicable, be based on the Ordnance Survey, "and shall, as far as practicable, be completed up to the latest date." It is very much to be hoped that this provision will be inserted in the Government Bill. The Bill further provides for the extension of the district of the registry to the "City of London and all parishes and places mentioned in schedules A., B., and C. to the Metropolis Management Act, 1855." We think it questionable whether this proposal is advisable at present; the prejudice against the registry as now organized will lead to strong opposition to the extension of its district, and it would seem to be wiser to postpone such extension until registration and searches have been made more convenient.

THE DECISION IN *Williams v. Mercier*, which was overruled in a somewhat summary and impolite manner by the Court of Appeal (*ante*, p. 479), was one of those misadventures which now and then occur to judges who have never prepared or professionally perused a marriage settlement. It is perhaps a little difficult to understand how even the "fairly intelligent layman," (to whom an esteemed correspondent was so desirous of submitting the interpretation of a certain provision of the Conveyancing Act) could fail to understand that a provision in a settlement declaring that jewels should belong to the wife for her separate use, must have some little operation on the ownership of the jewels, and their liability to be taken in execution for the debt of the wife contracted before marriage; and the jury, who were directed by the Lord Chief Justice that the jewels declared by the settlement to belong to the wife for her separate use were the property of the husband, must have gone home in a state of considerable perplexity as to the meaning of separate use, unless, indeed, they arrived at the conclusion that the husband, although the owner of his wife's ear-rings, could not wear them. But no doubt something must be allowed for the hurry and bustle of a jury trial. The wonder is that a divisional court should have taken the same view of the operation, or non-operation, of the settlement. As the jewels are stated to have been "alleged to be the separate property of the wife" at the time of the levying of the execution, it does not appear possible that the provision in the settlement can have been overlooked. What, then, can be the view of the judges as to the doctrine of separate use?

IT HAS BEEN STATED by the Duke of WESTMINSTER that, by reason of the use of a new brake on the Metropolitan District Railway, many of the leasehold houses in Pimlico, of which he is ground landlord, have been so severely shaken as to be in great danger of falling, and it has been suggested in some quarters that the well-known rule of *Hammersmith Railway Company, Appellants; Brand, Respondent* (L. R. 4 H. L. 171), that no compensation is recoverable for damage, such as vibration, noise, and smoke, which may arise from the working (as distinct from the construction) of a railway, does not apply to a case where structural damage is caused. No doubt in *Brand's case* no structural damage was done, and in argument a distinction was drawn between structural and other damage, but none of the judgments of the peers, or the opinions of the judges delivered for the guidance of the House, favour the drawing of any such distinction, and we very greatly doubt whether it is maintainable in principle. It is, however, worth while to mention that the opinion of the majority of the judges was against the ruling in *Brand's case*, and that Lord CAIRNS emphatically dissented from that judgment. It is material to point out that the Metropolitan (Inner Circle) Completion Act, 1874 (37 & 38 Vict. c. cxxix.), contains a section expressly drawn to avoid the effect of *Brand's case*. Section 39 of that Act enacts that "the company shall make proper compensation to the owners . . . for any structural or other injury of the like nature which may, from the execution of the works, or in connection with the railway, result" to certain premises, "either by the lessening of the amount of support which such premises now receive from the soil which must be removed in the execution of such works, or from the vibration or oscillation caused by the working or otherwise [*sic*] of the said railway," but the section also provides that the company shall not be liable to make compensation for damage not occurring within three years after the railway shall have been completed or open for traffic. The railway not being open, this section has not yet been put into force, and we do not believe that it will have a very extensive application. The principal importance of the clause consists in its forming a precedent for that amendment of the Lands Clauses Act which

*Brand's case* has shown to be so urgently required. As was said by Baron BRAMWELL, when advising the House of Lords in *Brand's case* (L. R. 4 H. L. at p. 192), "it is absurd to suppose that it can have been intended [by Parliament] that if a house was damaged to the extent of one pound a year by its light and air being diminished, compensation should be given, and that it should not be given when the damage was ten times as great, but was caused by the noise and vibration of the trains."

LORD BRAMWELL has introduced a Bill to extend the jurisdiction of justices in quarter sessions to cases of burglary and forgery. It has over and over again been pointed out that many cases of burglary are of a very trumpery description, and are practically undistinguishable from cases of ordinary larceny. Nevertheless, the time of the judges is taken up at assizes by trying them. The same considerations may, perhaps, be said to apply to cases of forgery, though we should have thought that cases of forgery were more frequently of a difficult nature, involving the desirability of a judge's guidance and direction of the jury. Still there may be trumpery and comparatively simple cases of forgery. It is also no doubt the case that there are burglaries and forgeries of greater gravity, or involving more difficulty, which it might be desirable to bring before the judge. It is, therefore, proposed by the Bill to give a discretion to the committing magistrates to commit either to assizes or quarter sessions. The object of the proposed measure is, no doubt, desirable, and in the present deadlock of all legislative business, except that relating to Ireland, it may, perhaps, be thought well to provide for this particular point by a short measure, but we are not altogether satisfied with this piecemeal kind of legislation. The question how far the present arrangements for business, both criminal and civil, could be with advantage modified, so as to economize the time of the judges, is a general question of importance, and should, if possible, be dealt with as a whole. We are not without scruples as to the provision giving the choice of the tribunal to the committing magistrates. Some country gentlemen might be apt to consider quarter sessions a better tribunal than assizes for the transaction of business—viz., the conviction of prisoners who, in their eyes, are always to be presumed guilty. The committing magistrate in the country is a member of the Court of Quarter Sessions, and it seems rather anomalous, when *ex hypothesi* he is not competent to try a case, to give him a discretion to say whether it is to be tried before him. It seems to us that a reform of the composition of the Court of Quarter Sessions is needed, and that the question of such reform ought to come under discussion with, and necessarily forms part of, any general measure with regard to the re-distribution of criminal business. If competent professional men were the chairmen of quarter sessions, not only could the particular crimes under discussion be handed over to the sessions, but probably other crimes which now occupy the judges at assizes. We see that Lord DERBY, in laying the foundation stone of a new county sessions house at Liverpool lately, discussed this topic. Though he deprecated the abolition of the unpaid magistracy of the country and the substitution of a costly army of stipendiaries, he, nevertheless, felt himself obliged to admit that he had come to the conclusion that the chairman of the sessions ought to be a professional man. That this conclusion should be enunciated in the course of a speech strongly favourable to the system of unpaid magistrates, as a whole, is the more striking. The speaker also connected this topic with the extension of the jurisdiction of the sessions, so as to relieve the judges at assizes. We are not concerned at present to discuss the larger question raised by Lord DERBY as to whether all magistrates should be professional men. There are difficulties and disadvantages that might possibly preponderate over the advantages of such a change. With regard to the appointment of professional chairmen of quarter sessions we have so often and so fully expressed our views on that subject, that it is unnecessary to do more than say that we are very glad to find the question brought before the public in a manner favourable to the solution we have always advocated.

IT IS ILLEGAL to set up, or even to paint and letter, milestones on a highway without a special statutory authority in that behalf;

and except in the case of the fast disappearing turnpike roads, no such statutory authority exists. So it has been stated by a highway auditor in Leicestershire, who, in auditing the highway accounts, disallowed certain payments of a district highway board for painting and lettering the milestones upon a "dis- turnpiked road" which vested in them, we presume as a "main road," under the provisions of the Highways and Locomotives Act, 1878. An appeal was had to the Local Government Board, who, although they were "prepared to remit the disallowance in the exercise of the equitable jurisdiction conferred upon them," gave it as their opinion that "the auditor arrived at a lawful decision." We have reluctantly come to the same conclusion, although the Highway Acts are not quite so clear upon the point as has been supposed. The 24th section of the Highway Act, 1835, enacts that "the surveyor of every parish . . . shall . . . cause (where there are no such stones or posts) to be erected or fixed in the most convenient place, where two or more ways meet, a stone or post, with inscriptions thereon in large legible letters not less than one inch in height, . . . containing the name of the next market town, . . . as well as stones or posts to mark the boundaries of the highway, containing the name of the parish where situate, . . . and the said surveyor shall be reimbursed the expenses" of providing and keeping in repair such stones, posts, &c.; and the 72nd section imposes a penalty on any person who "shall pull down, destroy, obliterate, or deface any milestone or post, graduated or direction post or stone on any highway." It might be argued from these two sections that the limitation of place for the stones to a spot where two roads meet is directory only; that on the application of the principle, *de minimis non curat lex*, stones might be erected to serve for milestones only, and that the imposition of a penalty for defacing milestones shows that it was the clear intention of the Legislature that milestones should be erected; but we think, on the whole, that the 72nd section applies only to milestones erected (as by some local Duke of Argyll, of whom the song runs that he placed a stone at every mile) otherwise than under the supervision of the highway authorities, and that the rule *expressio unius exclusio alterius* governs the construction of the 24th section. At places where two roads meet, however, we cannot but think that the *de minimis* rule would apply, and that distances, as well as names of parishes and directions, may be marked on the stones or posts there fixed, as indeed we have frequently found to be the case in Norfolk and other counties. It might be expected that provision for the milestones would be made in the very numerous annual Turnpike Acts Continuance Acts which have been passed from time to time, but such is not the case. The Act of 1870 (33 & 34 Vict. c. 73), s. 12, provides for river-bridges on disturnpiked roads, and the Act of 1872 (35 & 36 Vict. c. 85), s. 13, provides for a *casus omissus* in relation to the section of the Railways Clauses Act, 1845, which deal with railway bridges; but milestones have been as yet forgotten. It is to be hoped that the Annual Turnpike Act Continuance Act of 1882 will repair the omission. Meanwhile, it should be borne in mind that the Local Government Board have no power to issue a general order on the subject. Each time that the charge is found upon the highway accounts, the auditor must disallow it. The accounts are sent in "balanced to the 25th day of March" in every year to the Local Government Board under section 9 of the Highway Act, 1878. Any person aggrieved by the auditor's decision has, by that section, all the rights he would have under a poor law audit. To see what these are, we must go to the Poor Law Audit Act, 1848 (11 & 12 Vict. c. 91), which, by section 4 (read with the Local Government Act, 1871, and the Poor Law Amendment Act, 1866, s. 5), gives to the Local Government Board a power, "if they shall find" that any disallowance has been lawfully made, but that "the subject-matter thereof was incurred under such circumstances as make it fair and equitable that the disallowance should be remitted," to make an order in writing "that the same shall be remitted":—which is the "equitable jurisdiction" exercised in favour of the Leicestershire milestones.

Vice-Chancellor Hall, while walking home to his house in Baywater on Friday, was attacked by a stroke of paralysis. His condition has since somewhat improved.



## ADDITIONAL RENT UPON BREACH OF COVENANT.

THE decision of the Court of Appeal in *Weston v. Managers of the Metropolitan Asylum District* (30 W. R. 623) points out to intending lessors a means of securing the performance of covenants of which it is probable they will not be slow to avail themselves. As our readers know, the only leases in which it has hitherto been very usual to reserve an increased rent in case of breach of covenant are agricultural leases, in which it has, in many parts of the country, become a matter of common form to reserve an increased rent for every acre of old grass land which the lessee ploughs up or converts into tillage. Probably the irreparable injury which might formerly, in many cases, be caused to the landlord by the act upon which the increased rent is made payable, furnishes a sufficient explanation of the introduction of this provision in agricultural leases. It came into vogue at an early period, and is to be found in precedent books published at the close of the seventeenth century, a time when farmers relied much more for the winter food of their cattle upon old meadow hay than they do now, and when, consequently, it was of the utmost importance to the landlord to preserve all the old meadow land. Having once become a common form in farm leases the provision held its place; for a clause in these leases is very much like the sentinel still placed on the spot where the Empress Catherine stationed a sentinel to watch her snowdrops—it retains its place long after the reason for it has disappeared. But for this it is probable that the changes in agricultural arrangements, and the singular doctrine laid down in *Woodward v. Gyles* (2 Vern. 119), and affirmed in *Legh v. Lillie* (9 W. R. 55, 6 H. & N. 165)—that (at any rate under the form of provision adopted in those cases), on payment of the increased rent the lessee was at liberty to do the act on the doing of which the increased rent became payable—would have led to the abandonment of the provision. It may be that the first-named decision had some effect in preventing the extension of the provision to other kinds of leases and other acts of waste. But a more potent reason was doubtless that the landlord, until recently, needed no other remedy against breaches of covenant than the summary and effectual remedy given by the proviso for re-entry. Moreover, it seemed doubtful whether the result of the reservation of the additional rent might not be to prevent the operation of the proviso for re-entry. If the result of the reservation was that the lessee, on payment of the additional rent, was at liberty to do the act on which such rent became payable, it seemed to follow that such act could not be a breach of covenant within the proviso for re-entry.

This was the point which came up for decision in *Weston v. Managers of the Metropolitan Asylum District*. A lease contained a covenant by the lessee against carrying on certain trades, and a proviso for re-entry upon breach of any of the covenants in the lease. The *reddendum* reserved an additional yearly rent in case the lessee should carry on any of the prohibited trades. It was contended that the lessee might carry on the prohibited trades if he paid the additional rent, and that no forfeiture was thereby incurred for breach of covenant; but both the Queen's Bench Division (30 W. R. 459) and the Court of Appeal held that the proviso for re-entry and the *reddendum* were consistent, and gave the landlord an option, on breach of the covenant referred to in the *reddendum*, either to re-enter and determine the tenancy, or to demand the additional rent. "No doubt," said Lord Justice Cotton, "there may be covenants in a deed by which a lessee shall not be allowed to do certain acts without paying an additional rent, on payment of which rent he may do those acts. But here the effect of the lease is to give an option to the landlord, in the event of certain things being done by the tenant, to re-enter; with the alternative, if he prefers it, of continuing the lessee as tenant, in which case the latter is bound to pay an additional rent."

We need hardly point out the importance of this decision at the present time. The restriction on forfeiture section of the Conveyancing Act has left the landlord, as regards the operation of the proviso for re-entry in respect of many acts which he may consider very detrimental to his property, at the mercy of judges, who, like a late eminent occupant of the bench, may have the strongest objection to the proviso for re-entry. Relief against forfeiture may now, in all but the excepted cases, be granted "on

such terms, if any," as the judge may think fit. The judge, even if not inimical to forfeiture generally, may attach a very different importance to breaches of covenant to that which the landlord attaches to them. There can be little doubt that when the operation of section 14 of the Conveyancing Act has become known, landlords will instruct their legal advisers to obtain some increased security for the observance of covenants to which they attach special importance. This increased security is to be obtained by the reservation in the *reddendum* of an increased rent on breach of the covenant, together with the insertion in the lease of a proviso for re-entry on non-payment of any rent reserved in the lease or on breach of any covenant. The additional rent may be made so large as to be practically prohibitory, and so the landlord, in the case of a solvent tenant, will be independent of the proviso for re-entry; the benefit of which, however, he will be able to obtain in case his tenant fails to pay the additional rent when it has become due. The answer to any objection by the lessee to the insertion of the reservation of additional rent is obvious. "If you observe your covenant, you will never have to pay the increased rent."

The points to be observed by the practitioner are (1) that the covenant must be framed exactly as if there were no reservation of additional rent on breach of it, and (2) that such reservation must be made in the *reddendum*, and not, as is sometimes the case, at the end of the covenant.

## OVERHEAD WIRES.

THE Select Committee of the House of Commons appointed to consider the various Electric Lighting Bills introduced in the present session has recommended (*inter alia*) that all wires necessary for such undertakings should be laid underground. We think that this recommendation will be received with satisfaction, and have no doubt of its ultimate adoption. In the meantime, however, it may be well to consider what are the rights, if any, of the public to protection from the many overhead wires which already cross the streets of London and other towns in every direction. Can anybody prevent these wires being so placed, and, when they are so placed, is there any remedy for injury caused by their fall?

With regard to the rights of property, it is well known that land in its legal signification has an indefinite extent upwards. The odd ruling of Lord Ellenborough in *Pickering v. Rudd* (4 Camp. 219), upon the maxim "*cujus est solum ejus est usque ad celum*" being cited in an action of trespass for nailing a board on the defendant's fence so as to overhang the plaintiff's own garden, that it was no trespass to interfere with the column of air superincumbent on the close, inasmuch as, if it was, it would follow that an aeronaut was liable to an action of trespass at the suit of the occupier of every field over which his balloon might pass, has never, so far as we are aware, been applied to deprive the owner of the soil of any practical rights. Apart from an Act of Parliament, the old rule is unshaken. We shall see presently that in dealing with overhead wires which it has permitted telegraph companies to establish, the Legislature has by no means lost sight of the rule. But it is well to observe at the outset that when telegraphy had so much advanced in this country as to make it desirable that all telegraph companies should be made subject to a general Act of Parliament framed on the lines of the Companies Clauses and Lands Clauses Consolidation Acts, it was underground, and not overhead, wires that were made the subject of the more stringent precautionary provisions. The Telegraph Act, 1863 (26 & 27 Vict. c. 112), although it authorizes overhead wires in general terms, and provides in general terms—which we will refer to presently—for their safe keeping and repair, has had, no doubt, the effect of multiplying overhead wires by making underground wires more difficult and troublesome to lay down. Thus, it is provided by section 9 that a telegraph company "shall not place a telegraph under any street" within the metropolitan district, or of any city or municipal borough or town corporate, or of any town having a population of thirty thousand inhabitants or upwards (according to the last census), except with the consent of the bodies having the control of the streets within their respective limits, and by section 10 that every underground pipe or pipes shall be so marked as to distinguish it from tubes or pipes of every other company,

which latter provision was evidently intended to protect the gas and water companies whose pipes are the subject of a much more elaborate protection in the clauses of section 8. Section 10 also will be found to provide that the depth and course of the underground works are to be agreed upon between the company and the local authority, and that, "in the event of ultimate difference between the company" and that authority, "the depth, course, and position shall be determined in England or Ireland by two justices, and in Scotland by two justices or the sheriff, while section 17 contains very stringent regulations as to "the opening of streets and public roads."

It will be found that the provisions respecting overhead wires are of quite a different character. First, it is provided by section 12 that the company shall not place a telegraph over, along, or across a street or public road, except with consent of the body having the control of such street or public road. Secondly, it is provided by section 21 that in the metropolis and large towns the consent of the local bodies shall be sufficient authority, without any further consent, to place and maintain a telegraph over any dwelling-house or other building in or near a street, subject to certain provisions for the protection of owners and occupiers. Thirdly, in the case of streets elsewhere than in the metropolis or large towns, section 23 enacts that, before the company proceeds to place a telegraph "over, along, or across a street or road," they must publish notices showing that the required consents of the street or road authority have been obtained; during twenty-one days after the publication of which notices section 24 and the subsequent sections give the owner or occupier of the adjoining land power to object and to have the Board of Trade called in to settle any differences between him and the company.

We have said that in the metropolis and large towns there is a special protection for owners and occupiers. Two of the subsections of section 21 are of so much importance that we extract them at length. They are as follows:—

"Where the company . . . places a telegraph directly over any dwelling-house, they shall not place it at a less height above the roof thereof than six feet, if the owner, lessee, or occupier thereof objects to their placing it at a less height.

"If at any time the owner, lessee, or occupier of any building or land adjoining to a building directly over which building or land the company . . . places a telegraph desires to raise the building to a greater height or to extend it over such land, the company shall increase the height or otherwise alter the position of the telegraph so that the same may not interfere with the raising or extension of the building, within fourteen days after receiving from the owner, lessee, or occupier a notice of his intention to raise or extend the building, &c., &c."

Here we observe that the rule "*cujus est solum ejus est usque ad celum*" is recognized, but with the important limitation that it is recognized in cases only where dwelling-houses or buildings exist, either on or adjoining to the land, at the time of the construction of the telegraph. In such cases the owner is omnipotent, and may displace the telegraph wire as and how far he pleases. But where there is no house or building at the time of the construction of the telegraph, and the owner wishes to exercise his building rights long afterwards, can he do so to the detriment of the wires? We very much hesitate to say that he could not; but, looking to sub-section 4, which provides for full compensation being made to the owner of any land over which the company places a telegraph, "and which may be shown to be in any way prejudicially affected thereby," we think, on the whole, that the building rights of such an owner are cut short by the wires, and that he must fall back upon the compensation clauses for redress when he wishes to exercise them over the space occupied by the wires.

However this may be, the consent of the local authority seems to protect overhead wires from interference in all cases where private owners do not choose to interfere. However dangerous they may be, it is extremely doubtful whether the authorities could obtain an injunction to remove them; and it seems that the sole remedy of a person injured by the falling of an overhead wire would be by means of an action for damages under section 42, which provides that

"The company shall be liable for all accidents, damages, and injuries happening through the act or default of the company or of any person in their employment, by reason or in consequence of any of the company's works, and shall save harmless all bodies having the control of streets or public roads,

collectively and individually, and their officers and servants, from all damages and costs in respect of such accidents and injuries."

This section, which is very well drawn in the interest of the public, would not indeed render the company liable for an accident caused by a wire being blown down by an extraordinary storm of wind or other act of God (see *Nugent v. Smith*, L. R. 1 C. P. D. 423), but it would seem to render them liable for the act or default of contractors, and for any injury caused by the ordinary wear of a wire. The mere falling of a wire would also be probably held to be *prima facie* evidence of negligence on the analogy of *Kearney v. London, Brighton, and South Coast Railway* (L. R. 6 Q. B. 759), in which the Exchequer Chamber affirmed the decision of the Court of Queen's Bench, that the defendants were liable for an accident caused by the fall of a brick from a bridge without any assignable cause except the vibration from a passing train. "It was the duty of the defendants," said Kelly, C.B., "from time to time to inspect the bridge and ascertain that the brickwork was in good order and all the bricks well secured.

But a very large portion of the telegraph lines in this country have become vested in, and subject to, the control of the Postmaster-General under the Telegraph Act, 1868 (31 & 32 Vict. c. 110), and the powers of purchase conferred thereby, and exercised thereunder. Do the rights of owners and the public continue notwithstanding such a purchase, or does the rule hold good that no petition of right lies for a tort? This might be an interesting, and would no doubt be a difficult, question to consider if no express words having application to it could be found in the Telegraph Act, 1868. Fortunately, section 6 of that Act contains such express words, which are, so far as material, as follows:—

"All Acts . . . shall . . . remain in full force, and all matters to be done, continued, or completed by or against the company so selling their undertaking, their officers or servants, shall or may (as the case requires) be done, continued, or completed by or against the Postmaster-General, his officers and servants, and those Acts . . . shall be construed as if the Postmaster-General had been named therein, instead of the company selling their undertaking; and it shall be lawful for any person to enforce any such Act . . . by action, suit, or other legal proceeding against the Postmaster-General in the same court and in the same manner . . . as if this Act had not passed."

There is an exemption for Acts expressly varied by, or inconsistent with, the Act of 1868 itself, but we can find no express variation of the clauses we have referred to in that Act, nor any provisions which could be deemed inconsistent therewith.

## REVIEWS.

### JUDGMENTS.

THE JUDGMENTS AND ORDERS OF THE HIGH COURT OF JUSTICE AND COURT OF APPEAL, CHIEFLY IN REFERENCE TO ACTIONS ASSIGNED TO THE CHANCERY DIVISION. By LOFTUS LEIGH PEMBERTON, one of the Registrars of the Supreme Court of Judicature. THIRD EDITION. William Clowes & Sons, Limited.

Mr. Pemberton states that his book has been almost entirely re-written, but that the general arrangement remains much the same. This arrangement, however, differs somewhat from that adopted in the first edition. We have now the Rules of the Supreme Court collected and annotated in the first chapter, including the rules relating to appeals. Then follow chapters relating to infants, married women, accounts, partnership, administration, injunctions, and other branches of jurisdiction, followed by a chapter devoted to the statutory jurisdiction of the Chancery Division. Under each of these headings the statutes, rules, cases, and forms of orders are collected, but the three first-named contents so far predominate that the work might be almost more properly termed a digest of the practice of the Chancery Division than a mere collection of judgments and orders.

The notes to the Rules of Court in chapter 1 are usually short, and might be occasionally improved by the addition of omitted cases or by explanation of the effect of the cases cited. The value of a book of practice consists largely in the completeness with which the point of each decision is indicated. In many of the notes this is done well and tersely, but we meet rather too often with strings of cases prefaced with the word "see." And we think that in some cases the usefulness of the notes would have been increased if they had contained some further explanation of the practice. We may illustrate what we mean by the note on order 26, rule 4a, "Dismissal for want of prosecution." The



note to this rule is "See *Litton v. Litton*, 3 Ch. D. 793; *Ambrose v. Evelyn*, 11 Ch. D. 759; *Evelyn v. Evelyn*, 13 Ch. D. 138." A few words would indicate the different events to which these cases refer, and save the practitioner the trouble of taking down three volumes of reports; and a few more words would tell him how the application to dismiss is usually made (*Freason v. Loe*, 26 W. R. 138). Some of the notes, however, are elaborate and complete—see, for instance, those on production of documents, at p. 44. and security for costs, at p. 109. The provisions of the Consolidated Orders and the statutes bearing on the matter of the rules are inserted in the notes, and forms of orders are occasionally given. No general complaint can be made of lack of care in the collection or statement of cases relating to what may be termed the main parts of the book. Take, for instance, chapter 7, relating to injunctions. We have here an excellent digest of cases and collection of forms of orders classified under the heads of the different matters to which injunctions relate. The cases seem to be in general well stated and judiciously arranged; we should rather demur, however, to the insertion of the club cases (*Fisher v. Keane*, &c.), under the general head of "Executors and Trustees." Those cases, as well as many of the cases where injunctions have been granted or refused relating to the dismissal of masters of grammar schools and ministers of dissenting communities, come more properly under the heading of "Improper exercise of semi-judicial functions." On the whole, however, we think that this, as well as the other chapters relating to the chief subjects of chancery practice, constitute a very useful digest of the cases and collection of forms. The portion of the work relating to the statutory jurisdiction is a very comprehensive annotated collection of the statutes bearing on the special jurisdiction of the court. The Conveyancing Act, 1881, is included, but the author has prudently forbore to express opinions as to the effect of its provisions.

## CORRESPONDENCE.

### STAMP DUTIES.

[To the Editor of the Solicitors' Journal.]

Sir,—I send you copy of my further correspondence with the Inland Revenue Office. I have, of course, given in, as my client cannot enter on a contest with Government. RALPH SIMEX.  
Sunderland, June 3.

[The following is the correspondence referred to:—

[COPY.]

59, John-street, Sunderland, 23rd May, 1882.

R— and others to K—.

Gentlemen,—In answer to your letter of 25th ult., I have to submit the following observations, which please put before the Solicitor of Stamps:—

1. The declaration substituting the rent for the land as security is really inoperative. It adds nothing to the legal effect of the other parts of the instrument, because there is no consideration for the reservation of the rent-charge to the mortgagee, and the law would, therefore, imply in him a resulting trust of it for the vendors, subject to his mortgage.

2. Whether the preceding proposition be or be not accurate, the instrument is not one "containing or relating to several distinct matters," within the meaning of 33 & 34 Vict. c. 97, s. 8. On the contrary, its whole contents are intended for the accomplishment of only one object—viz., to insure security to the grantee without prejudicing the mortgagee's rights.

It has been held (*Price v. Thomas*, 2 B. & C. 518, and *Pratt v. Thomas*, 4 C. & P. 544) that a lease is sufficiently stamped with *ad valorem* duty, though it contain a covenant by a surety for payment of the rent.

It has also been held (*Wolsley v. Cox*, 2 Ad. & Ellis N. S. 321) that a transfer of shares is sufficiently stamped with *ad valorem* duty though the purchaser covenants with the company to abide by its regulations.

The question really seems to be, Is the clause in question referable to any other than the main and leading purpose of the deed? In *Rushbrook v. Hood* (17 L. J. C. P. 58) Wilde, C.J., observes, in delivering judgment: "The whole object of the deed is to carry out the contract of purchase, . . . and thus the matters carried out by this deed are not separate and distinct matters, but they all form part of one and the same transaction." And, further, "It appears to me to be one indenture framed for the purpose of carrying out one single object."

The case of *Hadgett v. Commissioners of Inland Revenue* (L. R. 3 Ex. D. 46) is not adverse to my view, for the judgment seems to have proceeded upon the fact that the Stamp Act in terms requires a duty of ten shillings for an appointment of trustee and also a duty of ten shillings for a vesting order.

I trust, therefore, the solicitor will pass this deed to be stamped as originally proposed.—Yours faithfully,  
RALPH SIMEX.

London, 1st June, 1882.

R— and others to K—.

Dear Sir,—We received your favour of the 23rd ult., and attended with same before the Solicitor of Stamps and urged the points you raised, and, after leaving the matter with him for some days for consideration, he contends that the officer is right in his demand for additional duty. He informs us that cases of this description have been very often and very carefully considered, and the practice which has been established cannot be departed from. The necessity for the additional duty can easily be obviated by the execution of a separate deed between mortgagor and mortgagee covering all sales, or, if it is thought of in time, such a declaration may be inserted in the power of sale in the mortgage.

It seems, therefore, the additional duty must be paid.—We are, Sir, yours obediently,  
&c., &c.]

### PROVISIONS FOR SETTLEMENT OF OTHER OR AFTER-ACQUIRED PROPERTY OF INTENDED WIFE.

[To the Editor of the Solicitors' Journal.]

Sir,—The case of *Williams v. Mercier*, of which you give a full note in your current number (page 479), no doubt will interest conveyancers, and it prompts me to supplement my recent letters to you on Stamp Duty (*ante*, pp. 431, 462), by offering remarks upon points of "stamps" which arise upon the said above-named clauses in settlements, one of which clauses was the subject-matter of *Williams v. Mercier*, and which (until it reached the Court of Appeal, and according to the decision of the latter court) was strangely overlooked and misconstrued by three judges and the counsel in the case on both sides.

In view of the oversight and misconstruction occurring in this case I may venture to state that, in my dealing with settlements with reference to the stamp duty therein chargeable, I occasionally find practitioners not fully appreciative of the operation of a provision like the one in the settlement in *Williams v. Mercier*.

I believe that the provision for securing to the trusts the wife's after-acquired property had its beginning in the not very remote past, and that the more extended provision, securing alike the lady's non-specified present property, is of still more modern origin. The ordinary wording of the clause applying to after-acquired property (only) (omitting the beginning and concluding words) is, "that all real and personal property (if any) to which the said [intended wife] or the said [intended husband] in her right shall at any time during the said intended coverture become beneficially entitled . . . shall," &c.; and to secure also the non-specified present property the clause requires only to have imported into it "now is"—as, "that all real and personal property (if any) to which the said [intended wife] now is," &c. And it is this small verbal, but in operation very important, addition that I have now and again found practitioners not fully appreciative of. As I write I have before me a book of precedents, having the two settlement clauses just named, the second one having "now is"; but the marginal note to both is (only) "to settle wife's after-acquired property."

As well outside the Stamp Act, so under it, "now is" is of material import, as will be presently explained.

Upon referring to "Settlement," in the schedule of the Act (Stamp Act, 1870), it will be found that the charge of "settlement" (i.e., *ad valorem* settlement) duty is upon any definite and certain principal sum of money, or any definite and certain sum of stock, or any security.

With the clause for the settlement of the lady's after-acquired property (only) no question of "settlement" duty arises, as there is not present the element of definiteness or certainty (within the meaning of the Stamp Act—merely to state this and not here support the proposition by argument), although it may, in passing, be observed that, if the settlement otherwise attracted *ad valorem* duty, a separate 10s. would be payable in respect of this after-acquired property clause. But the question of *ad valorem* duty would arise if the clause had the words "now is," so securing to the trusts the lady's non-specified present property (if any), because, should she possess any of the kind named in the Settlement item of the Stamp Act, it would be no less chargeable with "settlement" duty by reason that it was not specified. Hence the practice of the Inland Revenue, in adjudication cases of settlements having the clause, of requiring a statement as to whether the lady has any non-specified property, and the nature of it.

These clauses, operating upon the intended wife's property, mostly occur in settlements where the lady brings in property which is specified. But I have had a case or two before me where the lady having, and known to have, present property, yet, for reasons moving the parties concerned, there was no statement of it in the settlement, but only the fuller of the two clauses named was adopted. The conveyancer knew that the clause would be effectual to secure to the trusts all the then present property, and that acquired during the coverture, but he did not contemplate the stamp question which arose upon the deed.

To give another case, by way of illustration:—The lady brought into settlement money and stock therein specified, and the deed contained the clause with "now is." And, upon inquiry, I was informed that the lady did possess present (non-specified) property, she having, in fact, a vested reversionary interest, or one which would vest upon the marriage,

in the whole of £10,000 consols, but that as there were three not old lives to drop before it fell into possession, counsel had deemed it inexpedient to specify the interest in the deed; but the interest was, of course, secured to the trusts by the clause named. This was chargeable with *ad valorem* duty, not merely on the value of the reversion, but on the market value of the consols at the date of the settlement!

There are, of course, other similar, but variously worded, clauses inserted in settlements, and I will name one other which raised a nice point of stamp duty. Instead of "now is," the clause was, that "if the intended wife should, at the date of the intended marriage, possess any property," &c. This settlement was sent in for official adjudication of the stamp duty, and it was submitted that no inquiry could properly be made upon the clause, as by it no present property was settled; and the office assented.

June 6.

N.B.—Since writing the foregoing I have remembered (and have re-perused) the articles on the "after-acquired" property clauses which appeared in your journal for 1869-70 (14 SOLICITORS' JOURNAL, 4, 24), and the article in the next volume on *Bower v. Smith* (19 W. R. 39, 15 SOLICITORS' JOURNAL, 575), the matter of which (*inter alia*) justifies my criticisms as to the ignoring, practically, of "now is." To those desirous to pursue the subject while it is fresh I would advise the perusal of the articles named, but if you can find space for it, I will here reproduce the first paragraph of the first article:—

"There are few clauses in marriage settlements of the ordinary type which give rise to so much litigation as the covenant to settle a wife's after-acquired property. This is to a great extent accounted for by the simple fact that the clause in question attempts to provide in a few words for all the various modes and circumstances in or under which property may come to the wife, so that few, or it may be none, of those which actually happen are in any particular case consciously present to the mind of the draftsman. It must, however, be confessed that the latter is not altogether free from blame in the matter, for while the numerous and sometimes over-subtle distinctions which have been taken render care in this clause especially needful, it is actually the worst-drawn portion of the settlement. We propose, by a short digest of the more recent decisions on the subject, at the same time to guard our readers against negligence in framing the covenant in question, and to show the interpretations which have been given to some of the forms in which it is frequently expressed."

V.

#### THE INCORPORATED LAW SOCIETY.

[To the Editor of the Solicitors' Journal.]

Sir,—On Thursday last, the last meeting of the Legal Procedure Committee of the Incorporated Law Society took place in the society's lecture-room, and it was agreed that at the meeting on the 9th inst. the question of the county courts should be brought up instead of pursuing the matter further in this committee. I now enclose the correspondence which has taken place since publication, because I do not think the question is being fairly dealt with. A sub-committee was appointed to draft a report, and, at the expenditure of great time and labour, this was done, but when the time arrives for its settlement those members best known to the council, and the council together, succeed in shelving the matter in this way.

I protest against it most earnestly.

15, Walbrook, London, June 3.

EDMUND KIMBER.

[The following is the correspondence referred to:—

15, Walbrook, E.C., London, June 1, 1882.

Dear Sir,—I understand that the meeting which is called for the 9th inst. is practically to take the place of the spring meeting which was resolved upon at our last annual general meeting; and, therefore, that other business besides that of which you have given notice can be discussed at it. I therefore beg to give notice that I shall move the resolution which I subjoin at that meeting. It arises out of what transpired to-day at the meeting of our Legal Procedure Committee, and I think will meet with the general acquiescence of the profession.—Yours faithfully,

E. W. Williamson, Esq., Secretary, Incorporated Law Society, Chancery-lane.

"That as the tendency of recent and prospective legislation is to extend the jurisdiction of the county courts, the whole question of their practice and procedure be referred to a committee of this society to consider it and to report to the council thereon."

June 2, 1882.

Dear Sir,—I am directed by the council to acknowledge the receipt of your letter of the 1st inst., containing notice of your intention to move a resolution at the special general meeting convened for the 9th inst.

I am desired to inform you that under the 14th bye-law no other business can be transacted at a special general meeting than that for

which it has been specially called, and that therefore the council are unable to send to the members notice of the resolution you wish to propose.

The council would point out to you that your motion may be more fittingly brought forward at the annual general meeting convened for the 7th July next, in which case your notice can be sent to all the members.

—I am, dear Sir, yours faithfully, E. W. WILLIAMSON, Secretary.

Edmund Kimber, Esq., 15, Walbrook, E.C.

15, Walbrook, E.C., London, June 3, 1882.

Dear Sir,—I am in receipt of your note of yesterday's date, but I do not observe anything in the notice convening the meeting for the 9th inst. making it exclusive of other business.

The resolution passed by the society on the 15th of July last was in these words: "That, in the opinion of this meeting, it would be desirable that, in addition to the afternoon annual business meeting in July, two meetings should be held in the months of January and April respectively, and that these additional meetings take place at such hour as the council may appoint."

Neither of these meetings has been held, notwithstanding the many subjects beyond those referred to the Legal Procedure Committee loudly calling for redress; and now I gather from your note that the council do not propose any further meeting until the annual one next month beyond that on the 9th inst., which you say is special.

I do not think this is fair to the members, to the profession, or to the public.—Yours faithfully,

E. W. Williamson, Esq.]

EDMUND KIMBER.

#### CASES OF THE WEEK.

HUSBAND AND WIFE—DIVORCE—PERMANENT ALIMONY—SECURITY BY HUSBAND—ORDER FOR MONTHLY PAYMENTS—DIVORCE ACT, 1857 (20 & 21 VICT. c. 85), s. 32—29 VICT. c. 32, s. 1.—In a case of *Medley v. Medley*, before the Court of Appeal on the 6th inst., a question arose upon the construction of section 32 of the Divorce Act of 1857, as modified by section 1 of the Amendment Act of 1866. Section 32 of the Act of 1857 empowers the court on making a decree for a divorce "to order that the husband shall, to the satisfaction of the court, secure to the wife such gross sum of money, or such annual sum of money for any term not exceeding her own life, . . . as it shall deem reasonable." And section 1 of the Act of 1866 provides that the court may in such a case "make an order on the husband for payment to the wife during their joint lives of such monthly or weekly sums for her maintenance and support as the court may think reasonable." In *Medley v. Medley* a decree for dissolution of marriage had been pronounced, on the ground of desertion and adultery of the husband, and it was ordered that the husband should, to the satisfaction of the court, secure to the wife the gross sum of £7,500 within one month, or that within the same time he do secure to the wife the sum of £500 per annum for her life; "and in the event of his not doing so, then that he pay to the wife the sum of £500 per annum by equal monthly payments of £41 13s. 4d., the first payment to be made on the 29th day of June, and the succeeding payments to be made respectively on the 29th day of each month." The Court of Appeal (JESSEL, M.R., and LINDLEY and BOWEN, L.J.J.) held that the latter alternative part of the order was wrong. JESSEL, M.R., said that in the former Act "securing to the wife" a gross sum of money or an annual sum of money was contrasted with actual payment to the wife, and, as he read section 32, the money was not to be paid over to the wife as a gross sum, but when secured was to be paid to her from time to time. If the word "secure" included payment, then the second Act (29 Vict. c. 32) would have been useless. That Act, after reciting that it sometimes happened that a decree for dissolution was obtained against a husband who had no property on which the payment of any gross or annual sum could be secured, provided that the court might order monthly or weekly payments to the wife by the husband. This Act could not have been passed to meet any supposed difficulty that an "annual sum" could be paid once a year only, and to enable the sum secured to be paid by monthly or weekly instalments. If, as in this case, the husband had property abroad, then there was property on which the gross or annual sum could be secured, and the second Act, enabling the court to direct monthly or weekly payments, did not apply. If the husband were in this country, there would be no difficulty, as he could be attached if he failed to comply with the order. But it appeared to him to be clear that it was not intended by the first Act to order payment to the wife direct, and that being so, the alternative part of the order must be discharged. LINDLEY, L.J., was of the same opinion. At first, it might appear as if the term "secure" in section 32 of the first Act included payment, but when looked at more closely, and also when the second Act was taken into consideration, it became plain that "secure" did not mean payment, but that the sum, gross or annual, was to be secured in such a way as to provide a fund for the wife. The alternative part of the order, therefore, could not be sanctioned under section 32. The later Act only authorized monthly or weekly payments when the husband had no property available for securing the money, and did not apply to a case such as this, where the husband had property which could be made the subject of the security, though situated abroad. Neither under section 32 nor under the Act of 1866 could the alternative part of the order be sustained. BOWEN, L.J., concurred. Their lordships refused leave to appeal to the House of Lords.—SOLICITORS, *Eardley, Holt, & Richardson; Harwood & Stephenson.*



**MORTGAGOR AND MORTGAGEE—REDEMPTION ACTION—ORDER FOR SALE—CONVEYANCING AND LAW OF PROPERTY AMENDMENT ACT, 1881, s. 25.**—In a case of *Wootley v. Colman*, before Fry, J., on the 6th inst., a question arose upon section 25 of the Conveyancing Act, 1881. The section provides that—

"(1) Any person entitled to redeem mortgaged property may have a judgment or order for sale instead of for redemption in an action brought by him either for redemption alone, or for sale alone, or for sale or redemption, in the alternative. (2) In any action, whether for foreclosure, or for redemption, or for sale, or for the raising and payment in any manner of mortgage money, the court, on the request of the mortgagee, or of any person interested either in the mortgage money or in the right of redemption, and notwithstanding the dissent of any other person, and notwithstanding that the mortgagee or any person so interested does not appear in the action, and without allowing any time for redemption or for payment of any mortgage money, may, if it thinks fit, direct a sale of the mortgaged property, on such terms as it thinks fit, including, if it thinks fit, the deposit in court of a reasonable sum fixed by the court to meet the expenses of sale and to secure performance of the terms. (3) But, in an action brought by a person interested in the right of redemption and seeking a sale, the court may, on the application of any defendant, direct the plaintiff to give such security for costs as the court thinks fit, and may give the conduct of the sale to any defendant, and may give such directions as it thinks fit respecting the costs of the defendants, or any of them." The question was whether, in an action for redemption of mortgaged property, brought by the mortgagor against the first, second, third, and fourth mortgagees, an order for sale could be made on the interlocutory application of the plaintiff before the trial of the action. The application was made by the plaintiff by summons in chambers on the 6th of May, the writ having been issued on the 26th of April. The first and second mortgagees opposed the application, but it was assented to by the other mortgagees. It was urged that section 25 gave the court no power to make the order on an interlocutory application. And reliance was placed on the cases decided on the construction of the somewhat similar power conferred on the court by section 48 of the Improvement of Jurisdiction in Equity Act of 1852, which section is repealed by the Act of 1881. That section contained the words "instead of a foreclosure," which are omitted in section 25 of the Act of 1881. *Fry, J.*, held that there was power to make the order on an interlocutory application. He said that, under the words of the section, the only thing necessary to the existence of the power to make an order for sale was the request of a party interested. On that request being made the discretion of the court arose. It was contended that the power of the court was restricted by the decisions upon section 48 of the Act of 1852. But the power given to the court by section 48 was only a power to make an order for sale in lieu of a decree for the foreclosure of the equity of redemption. Such a decree could be made only at the hearing of the suit, and, consequently, an order for sale in lieu of it could be made only at the hearing. The words "instead of a foreclosure" were wanting in section 25, and there was no reason why the power of the court should be fettered with a limit not to be found in the words of the section, and no reason in the nature of things why there should be any such limit. In a case like the present there would be a great saving of time and expense in making an order for sale at once, and, in a fitting case, his lordship thought that the order could be made on an interlocutory application. His lordship added that he thought the powers conferred by sub-sections 1 and 2 were distinct and separate powers. In exercising his discretion to order a sale he must have regard to the interests of the first and second mortgagees who opposed the application, and he must, therefore, fix such a sum for the reserved bidding as would protect their interests, and yet not a sum so large as to render the sale abortive. His lordship accordingly fixed as the reserved price the sum of £8,000, which was a little more than the total amount due upon the first and second mortgages, and he ordered that the plaintiff should give security to the amount of £150 for the defendant's costs of the sale, and he gave the plaintiff the conduct of the sale, on the ground that he and the third and fourth mortgagees were the persons really interested in obtaining the largest possible price for the property, and the third and fourth mortgagees were willing that the plaintiff should have the conduct. The sale was to take place out of court, but the purchase-money was to be paid into court in the action.—*SOLICITORS, H. W. Chatterton; Bellamy, Strong, & Baker; Nicholl Morgan; J. W. Sykes; Bozall & Bozall.*

**PRACTICE—REVIVOR—COUNTER-CLAIM—ORD. 19, r. 3—ORD. 50.**—In a case of *Andrew v. Aitken*, before Fry, J., on the 6th inst., the question arose whether on the death of a defendant to an action, who had delivered a statement of defence and a counter-claim, it was necessary to obtain an order of revivor in respect of the counter-claim. After the plaintiff had served notice of trial of the original action, and the action had been set down for trial, the defendant died. The plaintiff then obtained an order to carry on and prosecute the proceedings in the action against the defendant's executors. After this the defendant's executors applied for an order of course, giving them liberty to carry on and prosecute the counter-claim against the plaintiffs in the original action. The registrar declined to make the order as an order of course, and the point was then mentioned to the court *ex parte*. It was urged that, having regard to the decisions in *Beddall v. Maitland* (29 W. R. 484, L. R. 17 Ch. D. 174), and *Lumsden v. Winter* (L. R. 8 Q. B. D. 650), that a counter-claim is an independent action, it was necessary that the order asked for should be obtained. *Fry, J.*, adopted this view, and made the order.—*SOLICITORS, Pitman & Son.*

**PATENT—INFRINGEMENT—ACCOUNT OF PROFITS—PROOF FOR AMOUNT IN**

**LIQUIDATION OF INFRINGER—DAMAGES—BANKRUPTCY ACT, 1869, s. 31.**—In a case of *Watson v. Holliday*, before Kay, J., on June 7, the question was raised whether a patentee could prove in the liquidation of a person who had infringed his patent for the amount to be found due on taking the account of the profits made by such infringement. The action was brought to restrain the infringement, and an account of profits and damages were asked for. Before the defendant delivered his defence, proceedings in bankruptcy were taken for the liquidation of his affairs; he afterwards delivered a defence, but did not appear at the hearing. The trustees in liquidation did not put in any defence, but they appeared at the hearing. They contended that the amount sought to be proved was "a demand in the nature of unliquidated damages arising otherwise than by reason of a contract or promise," within the meaning of section 31 of the Bankruptcy Act, 1869, and that it was, therefore, not proveable. The infringement of the patent was proved to the satisfaction of the court. *Kay, J.*, said that the amount in question was not damages, or in the nature of damages, but that the patentee, by taking the account, adopted the act of the infringer, saying, as it were, that it was done on his behalf, and he claimed the profits of it. Such amount was, therefore, proveable in the liquidation. The trustees must pay the costs of the action, they had put themselves in the debtor's place, taking up his defence, cross-examining the witnesses to show that there had been no infringement.—*SOLICITORS, Shum, Crossman, Crossman, & Pritchard, for Kidson, Son, & McKenzie, Sunderland; Carr, Son, & Thornton.*

**LIFE ASSURANCE COMPANY—INVESTMENT OF DEPOSIT.**—In the case of *In re Scottish Metropolitan Life Assurance Company*, before Bacon, V.C., on the 8th inst., the question arose whether the £20,000 deposited in court under the Life Assurance Companies Acts, 1870, 1871, and 1872, being "money under the control of the court," can be invested on mortgage instead of remaining invested on Government securities. The 3rd section of the Act of 1870 (33 & 34 Vict. c. 61) directs that the deposit shall be invested by the Accountant-General of the Court of Chancery (now the Chancery Paymaster) in one of the securities usually accepted by the court for the investment of funds placed from time to time under its administration, and that he shall return the deposit after the accumulated funds of the company amount to £40,000. The rules made by the Board of Trade under the Act of 1872 (35 & 36 Vict. c. 41), s. 1, do not contemplate investment on mortgage. Under rule 2 securities may be brought into court in lieu of money, and rule 7 provides for the payment of interest on the deposit while in court. *Bacon, V.C.*, refused to grant the application to invest on mortgage, on the ground that there was no precedent or provision for parliamentary deposits of any description being invested by the Chancery Division on mortgage, and that the court would, to a certain extent, lose its control over the fund by making such a precedent.

**DIVORCE—PERMANENT MAINTENANCE—ANNUITY—DEED—SETTING ASIDE—DUM CASTA CLAUSE—JURISDICTION.**—In the Probate, Divorce, and Admiralty Division, on the 6th inst., judgment was given in *Bradley v. Bradley* upon an application to set aside a deed by which the respondent had been ordered to settle an annuity of £100 upon the petitioner. In 1877 the petitioner had obtained a decree dissolving her marriage on the ground of her husband's adultery and cruelty. The respondent was then ordered to settle upon the petitioner the sum of £100 per annum, and it was referred to one of the conveying counsel of the Chancery Division to prepare the necessary deed. After the draft deed had been prepared, the respondent applied to the court to insert in the deed a condition that the annuity should be payable only so long as the respondent should lead a chaste life, but *Hannen, P.*, refused to order the deed to be thus modified (*Bradley v. Bradley*, L. R. 3 P. & D. 47). The deed was executed on the 29th of July, 1878, and the respondent, on the 30th of April last, moved the court for an order for the delivery up of the deed to be cancelled, and for the release of the respondent from his covenant, it being alleged that the petitioner had, since the date of the deed, led an unchaste life. It was contended that it was an implied term in the deed that the annuity should be payable only *dum casta*, and the cases of *Fisher v. Fisher* (2 Sw. & Tr. 414) and *Chetwynd v. Chetwynd* (L. R. 1 P. & D. 39) were relied upon. On behalf of the petitioner her unchaste conduct was denied, and it was argued—(1) that the words *dum casta* could not be implied as part of the deed; (2) that the court had no jurisdiction to cancel the deed; and (3) that the matter was *res judicata*, since the court had already refused to impose the condition now sought to be imported into the deed. Her counsel relied upon *Gladstone v. Gladstone* (24 W. R. 739, L. R. 1 P. & D. 442), and *Hart v. Hart* (50 L. J. Ch. 697). *Hannen, P.*, now rejected the application. He had already decided that the condition ought not to be inserted in the deed, and if his decision on that occasion was incorrect it ought to have been made the subject of an appeal. He held that he had no power to cancel the deed, and that, if any ground for doing so had been disclosed, the application ought to have been made to the Chancery Division.—*SOLICITORS, Shum, Roscoe, Massey, & Henderson; Nash & Field.*

#### CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. Registrar BROUGHAM, acting as Chief Judge.)

May 26.—*Ex parte Evans, Re Ferris.*

Money received by a bankrupt's solicitor the day previously to the filing of a liquidation petition, and with a knowledge of the client's insolvency, ordered to be repaid to the trustee, after deducting the amount of the solicitor's taxed costs in reference to the liquidation proceedings.

This was an application on behalf of the trustee of the property of John Andrew Ferris, a bankrupt, for an order declaring that the payment on or

about the 13th of May, 1881, by the bankrupt to Messrs. Hadden, Woodward, & McLeod, solicitors and co-partners, of the sum of £150, or so much thereof as was not required for the purpose of paying the costs of, and incidental to, the liquidation proceedings instituted by the bankrupt up to the refusal of the registrar to register the resolutions thereunder (such costs having been taxed and allowed at the sum of £80 11s. 9d.), was fraudulent against the trustee; and that Messrs. Hadden, Woodward, & McLeod might be ordered to pay over to the trustee the sum of £150, or so much thereof as was not required for the purpose of paying the said costs.

On the 14th of May, 1881, the bankrupt, J. A. Ferris, presented his petition to the London Bankruptcy Court for the liquidation of his affairs by arrangement or composition with his creditors, and at the meetings which took place under the proceedings a resolution was passed for liquidation by arrangement, and not in bankruptcy, but registration of such resolution was ultimately refused by the registrar, on the ground that the statutory majority in favour thereof had not been obtained.

On the 23rd of August, 1881, the debtor was adjudicated bankrupt upon the petition of Mr. Barnard, one of his creditors, and on the 9th of September, 1881, a trustee was appointed of his estate.

It appeared that shortly before the bankrupt filed his liquidation petition—namely, on the 4th of May, 1881—he executed a bill of sale of the whole of his stock-in-trade as a surgeon, chemist, and druggist, and also of his furniture and effects, in favour of the Consolidated Credit and Mortgage Corporation (Limited) for an advance of £300.

The bankrupt stated that, having received the money, he went to the office of his solicitors, Messrs. Hadden, Woodward, & McLeod, and informed Mr. McLeod what he had done. Mr. McLeod said, "What on earth are you doing this for? It is a most foolish thing to do. You must be insolvent now." After several interviews Mr. McLeod said the best thing he could do was to file a petition, and an accountant was called in to investigate the position of his affairs. The bankrupt had previously been engaged in litigation, and Mr. McLeod had acted as his solicitor. Mr. McLeod asked him for some money, but no bill of costs had been delivered. Mr. McLeod demanded £150 to pay the expenses of the petition the bankrupt was about to file. There was no mention, the bankrupt said, of past expenses, but Mr. McLeod said that if he did not give the money he (Mr. McLeod) would have to pay fees out of pocket, and he must decline to conduct his case.

Mr. McLeod, upon being examined, stated that by the 11th of May he received the bankrupt's instructions as to the filing of the liquidation petition. About two months before that he had asked the bankrupt for money on account, and he promised it, but did not give it. He spoke to him several times in the course of that two months, and told him he should not be able to go on with the matters referred to in the evidence unless he gave him some money. The bankrupt said, "All right, you shall have some." On the day before the petition was filed, Mr. McLeod stated that he again spoke to him on the subject. He said to the bankrupt, "You want me to file this liquidation petition for you, and it is an expensive matter. I have already incurred considerable expense for you, and I shall not incur any more unless you give me a considerable sum of money. I think I asked him for £200 if I remember rightly, but it ended in his giving me £150." The money was paid on account of expenses generally and to be incurred.

Question:—Do you now claim that you are entitled on behalf of your firm—you are not bound to answer this question, you may reserve your answer if you please—but do you claim to hold this simply against your expenses of liquidation, or in relation to prior costs?

Answer:—I claim to hold it as against costs generally incurred at that time and since.

Messrs. Hadden, Woodward, & McLeod's costs of the liquidation proceedings had been taxed and allowed at £80 11s. 9d., and demand had been made on behalf of the trustee for payment of the balance of £69 8s. 3d., and refused.

E. C. Willis, Q.C., and F. C. Willis, for the trustee.—The payment of the money to Mr. McLeod is a fraudulent preference, and a fraud on the Bankruptcy Act. McLeod, knowing the insolvent position of the bankrupt, and that he was about to file a liquidation petition, had no right to say, "There is an old debt of mine, you must pay me the old debt and the costs of the liquidation petition." The appropriation of the money in payment of a past debt cannot be supported. They cited *Thornton v. Hargreaves* (7 East, 544); *Ex parte Hall, Re Cooper* (L. R. 19 Ch. D. 585); *Ex parte Halliday, Re Liebert* (L. R. 8 Ch. 283).

Grain, for the respondents.—The transaction does not come within the doctrine of fraudulent preference. On May 13 the bankrupt had a perfect right to deal with his property as he pleased, subject to the provisions of the Bankruptcy Act, and McLeod was justified in saying, "I estimate my costs at £150. There are certain fees which cannot be allowed in bankruptcy, and unless you pay me that sum I will not act for you." The payment was a perfectly legitimate transaction by a person not under disability, and there is no evidence that, as between McLeod and the bankrupt, the amount was an unfair amount. It is admitted that a large sum of money was due to McLeod in pending matters. If the contract be not fraudulent, how can the trustee claim the money back from a person who received it from the legal owner? Secondly, there is a sufficient demand to support the payment, and the transaction was a fair and honest one between the parties.

Mr. Registrar Brougham, after referring to the evidence, said the argument for the respondents amounted to this, that if a solicitor received from a debtor about to file a liquidation petition the sum of £150, and the costs of the liquidation petition came to less than that amount, the solicitor was entitled to retain the balance towards payment of any costs which he might claim from the debtor. But the evidence in this case showed that the money was paid, not for past expenses, but for a specific purpose—namely, payment of the costs of the liquidation—and he thought Mr. McLeod could only take

the costs incurred in that proceeding. Under the old Act, if a debtor, before he filed his petition, paid money to his solicitor, the solicitor was always bound to give credit for the amount which he had received. In the present case the debtor knew that he was insolvent, and that he was about to file a liquidation petition, and his Honour thought the payment was made in contemplation of bankruptcy. Even if there was evidence that Mr. McLeod would not file the petition unless so much money was paid on his past debt, he would still come to the conclusion that the payment was made in contemplation of bankruptcy. But the evidence satisfied him that the money was paid for the costs and expenses to be incurred in the liquidation, and he must accede to the application, and order the balance of the amount, after payment of the costs in the liquidation, to be paid to the trustee. The respondents must also pay the costs of the application.

Solicitor for the trustee, W. H. Hudson.

Respondents in person.

## COUNTY COURTS.

### BOURNEMOUTH.

(Before Mr. SERJEANT TINDAL ATKINSON, Judge.)

May 24.—*Jones v. Short and another.*

Commission on letting and sale of property—When estate agent not entitled to commission.

His Honour, in giving judgment, said:—This is an action brought by the plaintiff, an estate agent at Bournemouth, to recover from the defendants, who are builders, the sum of £50 for commission on the letting and sale of a house at Parkstone. The facts, as proved at the trial, so far as they are necessary for the decision in this case, are, that on the 13th of January, 1881, one of the defendants, Short, called at the plaintiff's office and instructed him to let or sell the house in question. The rental asked was £110 a year, and for the purchase £1,800. The terms and particulars of the property were entered in the plaintiff's books. Orders were given to various persons to view, and the usual means employed by estate agents to give publicity to the letting and sale. A Mr. Thompson on passing the plaintiff's office saw in the window a photograph of the house, and procured from the plaintiff the particulars and terms of letting and sale. Nothing more than this was actually done in the matter by the plaintiff. Mr. Thompson having met the defendants on the premises accidentally, concluded with them to become their tenant at the rental of £110 a year. Some time afterwards the trustees of Mr. Thompson's marriage settlement having in their hands a sum of money to invest under the terms of the deed, employed it in the purchase of the house, deriving the information that it was for sale exclusively from Thompson. It is conceded that if the plaintiff is, under these facts, entitled in law to recover the amount claimed, then £50 is due from the defendants. With regard to cases of this nature the law may now be considered settled, namely, that where persons having property such as that in the present case—namely, houses and land—to dispose of, and place them in the hands of an estate agent with instructions to procure a purchaser or tenant, and the relation of purchaser or tenant has been brought about through his agency, he is entitled to his commission, although he has done nothing more than having furnished the information by which the party selling and the party buying have been brought together. In other words, where an estate agent is employed to find a buyer or tenant, he is entitled to his commission if he introduced the parties to each other, though the principals eventually settled the terms between themselves: *Bray v. Chandler* (18 C. B. 718); *Green v. Bartlett* (32 L. J. C. P. 261). Upon the authority of these cases, and the facts proved, I am clearly of opinion that as far as the commission charged by the plaintiff on the letting of the defendants' house, £9 7s. 6d., the plaintiff has earned it, and is entitled to recover. With respect to the commission claimed upon the sale to the trustees of Mr. Thompson's marriage settlement, £40 12s. 6d., a question of some difficulty arises. The information given to them of the house being for sale is not furnished directly by the plaintiff, but indirectly by Mr. Thompson, who cannot in any sense be said, for that purpose, to be an agent of the plaintiff. The terms of the marriage settlement are not before me, and it may be assumed that the purchase was made by the trustees for parties other than Mr. Thompson, and if that is so, can it be said that the plaintiff introduced the purchasers to the defendants? In the case cited, *Bartlett v. Green*, in giving judgment Erie, C.J., said, "The question whether the agent is entitled to be paid commission on the sale is one which has often been litigated, and the rule has been to hold that there has been a sale by the agent which would entitle him to such commission if the relation of buyer and seller has been really caused and brought about by what has been done, that is—if it can be said he was the *causa causans* by which the property was sold." In the present case, I apprehend *proxima causa* is not sufficient; it must be shown that the plaintiff was the *causa causans* of the sale to the trustees. This view is supported by the case of *Antrobus v. Wickens* (4 E. & F. 291), which is an authority to show that it is not enough to prove that a loan, for procuring which a commission is to be paid to an agent, resulted as a remote or casual consequence from the intervention of the party who is suing; it must be proved that the loan was effected by means of the plaintiff's agency or by means of some sub-agent of his, and if all that appears is that the party to whom he introduced the subject of the loan declines the proposal but mentions it to a third party, who of his own mere motion, knowing nothing of the plaintiff, advances the money, then the commission is not due. In that case the defendants were engaged in getting up a company, and, requiring money to accomplish their object, were introduced by the plaintiffs to the directors of a bank who, however, declined the proposal, and the money was obtained by the defendants from parties who had heard of the business through the bank, and it was said



by Cockburn, C.J., "that if the defendants were not really the agents of the plaintiffs, the latter could not recover, and that the commission was not due merely because, in some way or other, the loan followed casually, indirectly, and as a remote consequence. The question to be determined was, did the plaintiffs really render the services which were the consideration for the alleged agreement? if not they were not entitled to the remuneration. It did not follow that because the money was ultimately obtained, that, therefore, as a matter of course, the plaintiffs were entitled to recover the commission." It is true in the case before me that Mr. Thompson obtained from the plaintiff the knowledge that the house was for sale as well as to be let, but his object was at that time to become a tenant, and not a purchaser, and his mentioning the fact of the house being on sale to a third party appears to me to have led casually and as a remote consequence to the sale, and does not entitle the estate agent to his commission. I have not arrived at this conclusion without some doubt, and have been mainly influenced in my decision by the view taken by the late Chief Justice in the case of *Antrobus v. Wickens*. There will, therefore, be a verdict entered for the plaintiff for £9 7s. 6d., but I think the facts of the case justify my ordering that the plaintiff should have his costs taxed on the higher scale.

Solicitor for the plaintiff, *Druitt*, Bournemouth.

Solicitor for the defendants, *Dibben*.

## SOCIETIES.

### UNITED LAW CLERKS' SOCIETY.

The fiftieth anniversary of this society was celebrated at the Freemasons' Tavern on Wednesday. The Hon. Mr. Justice Chitty presided, and about 300 guests sat down to dinner, amongst whom were the following gentlemen:—The Right Hon. Lord Justice Bowen, Mr. C. Crompton, Q.C., Mr. H. B. Ince, Q.C., Mr. F. A. Inderwick, Q.C., M.P., Mr. A. R. Jelf, Q.C., Mr. E. Macnaghten, Q.C., Mr. F. Waller, Q.C., Mr. W. F. Archibald, Mr. J. E. Bankes, Mr. L. Coward, Mr. A. M. Sullivan, Mr. J. E. Crisp, Mr. F. O. Crumr, Mr. H. B. Deane, Mr. J. W. Evans, Mr. Vesey Fitzgerald, Mr. H. D. Greene, Mr. G. B. Hughes, Mr. C. Jack, Mr. T. Northmore Lawrence, Mr. F. Lockwood, Mr. E. Pollock, Mr. E. H. Pollard, Mr. S. Roberts, Mr. H. G. Shee, Mr. H. E. Stansfield, Mr. Edward Turner, Mr. F. R. Bloxam, Mr. T. D. Bolton, Mr. E. Bromley, Mr. T. Skewes Cox, Mr. J. Anderson Rose, Mr. T. H. Devonshire, Mr. W. J. Farrer, Mr. J. J. Kerby, Mr. B. G. Lake, Mr. George Lewis, Mr. J. V. Musgrave, Mr. H. S. Ryland, Dr. Thompson, Mr. John Vallance, Mr. W. Melmoth Walters, Mr. L. Yate Lee, &c., &c.

The CHAIRMAN, in proposing the toast of "The Queen," remarked that the reign of her Majesty had exceeded, by a few months, that of her illustrious predecessor Elizabeth, and he felt assured that when the history of the Victorian era came to be written, it would be no less celebrated for the discoveries in science and art which had been made in that period than was the reign of good Queen Bess for the discoveries which had been made in the, until then, unknown parts of the world.

The toast was drunk with three times three.

The CHAIRMAN next gave the health of the Prince and Princess of Wales and the other members of the Royal Family. He remarked that, accustomed as they were, as lawyers, to hard work, yet, if they were put for one week to perform the labours which fell to the lot of the Prince of Wales all the year round they would soon find themselves worn out. The Princess of Wales graciously charmed every society in which she was present, and they had for Royal dukes a soldier, a sailor, and a man of letters, each of whom had made a study of their professions and seemed to be proficient in them.

The CHAIRMAN next gave the Army, Navy, and Auxiliary Forces. He regretted that there was no representative of the army present, and in jocular terms observed that the nearest approach to an admiral they possessed was the admirable Mr. Macnaghten, and his chief claim to respond to the toast was that he was a friend of Mr. Smith, the late Lord of the Admiralty. He had also occasionally to cross St. George's Channel, and in former days he had been capable of handling an oar or a pair of sculls at Freshwater. And whilst first classic at Cambridge he had also had the honour of winning the Diamond Sculls at Henley.

Mr. MACNAGHTEN having responded,

Captain B. DEANE, of the Inns of Court R.V.C., replied for the Auxiliary Forces.

The CHAIRMAN then submitted the toast of the evening, "Prosperity to the United Law Clerks' Society." He said:—On such an occasion as this I think it right to refer to the losses you have sustained. The chief loss, and the one perhaps that touches us most nearly, is that which has deprived you of your chairman, Sir John Holker. Many things have been written and said of him during the last few days. Most of you, I take it, have read what was said, and it is a matter of great regret to me that so noble a man as I think he was should not have been able to be present here tonight to propose this toast instead of myself. I do not feel competent on this occasion to speak of him. I knew the man; I came across him, not so often as others who have been at the bar, but I recognized in him that which all recognized—that he was a genuine, sterling, and honest man. I do not know whether on this occasion I might venture to mention to you a story which will give you a notion of the man's capacity. It was told to me many years ago in homely language, and I think I may venture to repeat it though I am speaking of a man that is gone. "Jack Holker," it was said, "is a very dangerous adversary. He is so quiet. He lies like an old pike in a pond watching—watching, and you think he is asleep, and you let your weak, little minnows and your small arguments, your small fry, occupy you,

and suddenly this thing that seemed asleep moves and gobbles them all up." I think that shows very correctly the nature and power of the man. You have lost, besides a very good friend in Lord Justice Lush, a man who was an eminent judge of appeal. He was well versed in the practice, and he had a thorough appreciation of this society. You have lost also Vice-Chancellor Malins, that man of the warmest heart and kindest disposition, who, if he ever erred, as the Court of Appeal sometimes said he did, erred simply in consequence of the warmth of his heart and kindness of his disposition. You have lost also a man in another branch of the profession—who I look upon as a man of considerable eminence—I mean the late Mr. Oury, who I think was one of your trustees. He was a man of great literary research, of great antiquarian knowledge, of a very sound judgment, and a good supporter of this society. There is one other name that occurs to me to mention. It is that of one of your oldest members—indeed, I believe one of your founders, and I am happy to think it is only temporary illness that keeps him away—I mean Mr. Harry Rogers. Some of those that I have mentioned have passed away, and their places must be taken by younger men, who must do their best to follow their great example. Your society has among its numerous merits the merit of bringing together all the members of our common profession, and as, I believe, has been often said on these occasions, you may find here the humblest copying clerk and the Lord Chancellor himself. That is a very great merit, and let me say that I hope that every man who is here present, and every member of the great profession to which we all belong, will always strive to do that which will ennoble and exalt it before the rest of the world; that no man will ever descend to any mean tricks and mean artifices, but will endeavour to uphold the good name of "lawyer." I know that as a rule it is doubtful whether lawyers are altogether popular. On the stage they certainly are not. I do not recollect ever to have seen in a stage-play a lawyer who was the hero of the piece, but we may mend these matters, and that may become a mere relic of the past, one of those prejudices which ought to have died long ago, and ought not to have survived as long as they have. I have said it is a merit of your society to bring together all branches of the profession. I think I may congratulate you to-night on the goodly assemblage which is here; indeed it is an occasion on which we ought to give a special celebration in connection with the society, because you have now attained your fiftieth year—this, indeed, is your jubilee. In the life of societies of this kind it is well known as they get older the claims which come upon them by reason of the members advancing in age, and by reason of the havoc that death makes amongst them, multiply and increase, and there comes a time sometimes of great anxiety—a time of pinching. I am happy to say, so far as I am able to gather from the reports which I have had—that report which is before us, and the other reports that I have had made to me—that your society has passed through this crisis. It has passed through the critical period and is now in a sound financial condition. The objects of your society are well known to you, and it is not right that I should enter into them in detail. I may say that you have, as all of you probably know, two principal funds. One is the Benevolent Fund, which you apply for the benefit of those who are in need, and even of those who are not members. The other and larger fund is the Provident Fund, and the income of that is applied to the help of those who are in temporary sickness. That is one of the first matters, and in connection with that, I think it right to draw your attention to this, that I understand the society has lately made a provision under which a medical man can attend upon the members in sickness. This is a great advantage to us working men, because so many of us when we are in harness do not like to put it off, so many of us will go on a little longer, and a little longer, without seeing the doctor. Perhaps we don't like to pay his fees, but for some reason or other we often do not go to the medical man as early as we should. I think the provision which has been made may probably, to some extent, relieve the fund which is applied to cases of sickness, because, by going to the medical man in time, the sickness may be prevented. Another great application of your money, and one of the most beneficial, is the pensions for the superannuated men—men who are worn out by the labours of this life, who have got some time still to spend, and who, if it were not for the pensions, would be in a state of poverty, if not misery. Now, there are some who think in these days that misfortune is never dissociated altogether from fault; but I think it is not good to look too narrowly into these matters, and I believe, as a matter of fact, we should not always be striving to maintain the line which may divide the fault from the misfortune, and I feel convinced that there are many men in this world who, however deserving or industrious they may be, do fail for what may be scientifically called pure misfortune. Another application of your funds is for the benefit of the widow of a deceased man, a sum of £50 being paid for her benefit by the society. Well, gentlemen, I feel that I am almost falling into the strain of a sermon, but really one may talk somewhat in serious style of these matters, and I think we ought to talk in a serious style of these matters. In these days it is hardly necessary to preach much on the subject of thrift. It is a subject upon which you have all of you heard much, and it cannot be doubted that the man who is not thrifty in his youth becomes in his old age dependent solely on the bounty of others. There is this, to my mind, terrible result—I cannot imagine a more miserable state, unless it is connected with misfortune purely, than a man in his old age should find he has made no provision for himself and that he has lost the great strength of his mind, which is independence. Well, I think I may now remind you of a source from which your funds come. I believe the external donors act with some considerable liberality. They consist of the bench, which I hope always has contributed and will continue to contribute its portion. Next comes the bar. Now the bar no doubt is the most brilliant branch, and, at the same time, the most speculative part of the profession. It costs, as a rule, a great deal of money to put a man in a proper state to become a barrister. There are great prizes to be gained at the bar, but all the members of the bar are not rich. I think it was Sidney Smith who made a humorous computation of the gains of the Northern Circuit in his time. He said that if the profits of the circuit

were evenly divided amongst all the barristers who attended, they would each retire from the circuit with the munificent sum of 6s. 8d. But there are some at the bar who gain the prizes of the profession, and these men I hope, and I believe, looking at the list, are good contributors towards the funds of the society. Next I ought to mention the solicitors, who are greatly interested in it. The bar, rightly or wrongly, look upon the solicitors as the wealthier portion of the profession. I think it is true, taking the solicitors as a whole. They, as well as the barristers, have a great interest in this society, because they, the solicitors as well as the barristers, employ a considerable staff of clerks. Now, the best part of your contributions, to my mind, are those which arise from the members themselves; because those are the men that are carrying out the honest principles of thrift, and are really, in the shape of their contributions, laying by something which will be spent for their benefit in old age. The next thing, I think, I should mention is this. I have not troubled you with any statistics, but one of your officers has told me that the area over which your society's operations extend is included within a circle, the radius of which is twenty-five miles from your central office, and he says that, making a fair computation, there are 7,000 barristers and solicitors within that circle; 4,000, he computes, are solicitors. Now on a moderate computation we may ascribe to these 4,000 solicitors a clerk and a half a piece; that will give you 6,000 solicitors' clerks. The computation with reference to the 3,000 remaining barristers' clerks is a much more difficult one. Some few barristers, I believe, may have three or two clerks. A considerable number have one. Those of you who have practised in or frequented the Master of the Rolls' Court will recollect that the Master of the Rolls had one especial favourite, and that was the little boy in Chancery-lane. I believe that there is a large number of men at the bar who have divided the little boy, such as you may see in Chancery-lane, among them. If two boys are equal to one clerk, probably you would find that there are some barristers who each have a fraction of one-fourth of a clerk. But the result would be this, that you would get about 2,000 clerks from the barristers, which, added to the 6,000 from the solicitors, would give you 8,000. Now, the members of the society altogether appear to number a little more than 800. The result, therefore, is, that you have not much more than ten per cent. of the whole number. Now I appeal to the managing clerks in the Chancery Division, what a large outstanding personal estate there is to get in, a personal estate of ninety per cent. of the whole amount. There is a field for the energetic men, a field which I hope they will not leave uncultivated. I have not said one word as yet as to what law clerks do. We see—I think I may say we know, though it is not very long that I have been on the bench—the members of the bench see a great deal of the managing clerks, and, speaking seriously, I can say that they perform their work admirably. They have very serious duties to perform. They appear to me to know their practice well, and there is only one complaint that I am disposed to make against them, and that is one which arises in consequence of something which has happened to night. I say it is not long since I left the bar, and some managing clerk this evening put this paper into my hands. I read it through, the statement of claim and the rest—that is to say, the toasts that have to be proposed—and I looked to the end for the observations. I thought I should find some very eloquent remarks and some very concise and neat expressions which I might make use of. I am sorry to say the managing clerk who prepared this brief did not do his duty in this respect. But there is more that remains behind, or, rather, I should say in front, because there is no indorsement whatever. I have only a blank paper. I believe that is one of the most serious charges that it has ever fallen to me to make against so magnificent a body as they are. Now there is one part of their duties upon which I think one ought to make an observation, and it is this, that they do most of their work unseen. I had almost said unknown. Some of you may have read those grim and humorous tales of Bret Harte. I was looking at one not very long ago called "Tennessee's Partner." Tennessee was a man who had the misfortune of not having been well educated in his early days. He was in California and he made some mistake with regard to another man's property, and the result was that he was tried by Mr. Justice Lynch with the usual result. But he had a partner, a quiet man, who hardly altered a word. He was really a faithful friend who begged Tennessee's body and put it in the earth and gave it decent interment. But the remarkable part in that man's life, and that is why I mention the story—he died soon after, in this: you never knew his name; he was only known as "Tennessee's partner." Now, I believe that some of the best managing clerks, and many of the solicitors' clerks that appear do not get known by their names as they ought to do. I know them, and many of us know them, not as "Tennessee's partner," but as "Mr. So-and-so's managing clerk," and I sometimes wish that, when I see their faces, I were able to appropriate their own proper names to their faces. Gentlemen, I have done. Samuel Taylor Coleridge, I believe, once asked a friend whether he had ever heard him preach. The friend said, "Why I have never heard you do anything else," and I feel that my observations to-night have been somewhat in that form; but I really desire from my heart the prosperity of this society, and I shall be well satisfied if any one of my chance shots shall have hit the mark, and I shall have been, however humbly, of the slightest service to this great society. Gentlemen, I have said my say on this occasion, and I hope you will make the response. I hope there will be a proper response to the claims of the society this evening, and I now beg to say, quoting once more Sidney Smith, that I feel that I have preached myself bare to the sexton.

The toast was drunk with great enthusiasm.

Mr. H. B. Isaac, Q.C., proposed the health of "The Trustees." He observed that the list of patrons contained the names of noblemen and gentlemen of the highest eminence in the profession, such as the present Lord Chancellor, Lord Cairns, Lord Coleridge, and last, but by no means least, the great judge whose ability and genius had commanded all their respect, whilst his arge-heartedness had commanded their affectionate regard, the Master of the Rolls. He found also that these gentlemen had not merely

given their names for the benefit of the society, but all of them had at some time occupied the chair at these anniversary festival, and Lord Cairns had occupied it twice, once as Attorney-General, and once as Lord Chancellor. He found amongst the patrons the Lords Justices, all of whom, with the exception of Lord Justice Bowen, had taken the chair, and even he had sat there in another capacity. He thought they would look in vain for any name of position in the bench or bar which did not belong to someone who, in some form or another, had extended his patronage and assistance to the society.

Mr. F. O. CRUMP, in responding, said that he looked back at that period of his career when he was in the possession of that fraction of a fourth of a clerk which had been referred to when he was placed in the position, of which he was then, and still was proud, of one of the secretary's arbitrators. During the fifteen years he had so acted there had been only one occasion upon which he was called on to adjudicate upon a difficulty arising between one of the members and those who had the management of the society's affairs.

Lord Justice BOWEN then gave "The Chairman." He observed that if the chairman had never been born the name of Chitty would still have been famous in the ears of every lawyer, but fortunately for the present generation, and, indeed, for posterity, the chairman had been born. The chairman had spoken to them of a great Cambridge name, the name of Macnaghten, famous on the river and famous in the schools. He (Lord Justice Bowen) was an Oxford man, and against the great Cambridge hero, Macnaghten, he would put the great Oxford hero, Chitty. With Chitty he defied them at the schools, and he defied them on the river. But it was not only on the river and in the schools he was famous, but had the Australians, who had come over within the last few months, paid them a visit some twenty years ago, he thought they would have found a very formidable antagonist upon the cricket-field in the chairman. They had to congratulate themselves that in a moment of great legal changes, when the courts of first instance were deprived of the presence of one of the greatest lawyers of modern times, the Government of the day, whatever their other faults, at all events, by a happy instinct, saw that the one man who could succeed best to the vacant post of the Master of the Rolls was Mr. Justice Chitty, and whatever might be his future lot, he (Lord Justice Bowen) would venture to assure him that there was no honour and no dignity which could befall him but would bring with it the sympathy and respect and esteem of the entire profession to which he belonged.

The toast was drunk upstanding, and with three times three.

THE CHAIRMAN, in acknowledging the compliment, observed that it was true his ancestors were lawyers. His grandfather was probably not known to many present, although he might mention that a distinguished foreigner not long ago had written to him, asking for a list of his (the chairman's) work, and he found that he meant the works of his grandfather. His own dear father was known to many who were present, and no man had a more friendly feeling towards law clerks than he had, and probably no man in the profession who saw more of them than he did. Cricket and boating had been referred to, and he (the chairman) would urge strongly upon the law clerks the desirability of employing their leisure hours wisely and profitably. He would advise them to take care of their leisure hours, for he was sure their business hours would look after themselves.

Mr. INDERWICK proposed "The Bench, the Bar, and the Profession," which was responded to by

Lord Justice BOWEN for the bench, and he spoke in sympathetic terms of one who had lately passed away from amongst them, to whom he felt bound by a tie of great respect and gratitude for the obligations which he had incurred to him. The name of Mr. Henson, a clerk, who died within the last fortnight, was well known to most of those present. He was one of the friends of the society, and he had never come across a more upright or more honourable man or one more conversant with the practice of the profession. He dared say they would forgive him having mentioned a name which tied him to the society amongst other things, a name familiar, probably, to most of them, and certainly to all those who had practised at judges' chambers.

Mr. CROMPTON replied for the bar, and dwelt upon the extraordinary community of feeling which existed between all the members of the profession, from the highest to the lowest, such as he thought could not be found in any other profession, and even in the law, in any other country. Mr. Henson had been clerk to the eminent pleader Mr. Eady, and as a pleader he was second only to Mr. Eady himself. There was a profession which depended almost as much upon its humbler as upon its upper branches.

Mr. LAKE acknowledged the toast for the solicitor branch of the profession, and expressed the deep obligation they were under to the clerks by whom the litigious business for the country was, to a great extent, conducted. It was the exception to find any conduct on the part of a managing clerk to which objection could be fairly taken, and their zeal for those for whom they worked and for the clients whose interests were represented was to him a matter of wonder. He had scarcely ever known an instance in which for a moment they had allowed their own personal convenience to interfere with the unselfish discharge of their duty.

Mr. A. R. JELF proposed "The Trustees," and

Mr. W. F. FARRER having responded,

Mr. RYLAND gave "The Honorary Stewards," to which Mr. F. LOCKWOOD replied.

It was announced that 260 guineas had been contributed, including a donation of twenty guineas from the chairman.

During the evening a selection of music was performed under the direction of Mr. Henry Upstone.

#### HIGHWAY BOARD CLERKS' SOCIETY

The first general meeting of the Highway Board Clerks' Society was held at the Law Institution on May 23. There were present: Mr. Joseph Dodds, M.P., chairman; Mr. I. L. Bosward, Howick, near Worcester; Mr. W. Tushill, Gloucester; Mr. W. E. Paine, Rye; Mr. E. Newman Knocker,



Sevenoaks; Mr. Theo. Wm. Simpson, Tunbridge Wells; Mr. W. Foote, Swindon; Mr. T. J. Hooper, Biggleswade; and Mr. T. Clayhills, Darlington, hon. secretary.

The report of the committee stated that:—

"The only attempted legislation affecting the interests of the society since its formation is the Local Government Boundaries Bill, introduced into the House in February last by Lord Edmond Fitzmaurice, by which it is proposed that the Local Government Board shall proceed to effect the following objects:—1. That no poor law parish or union shall extend over the boundary of any county. 2. That no poor law parish shall be divided into isolated parts. 3. That no poor law parish shall be of so small a size, or have any part or parts thereof so situate, as to render the administration of the relief of the poor therein or the local government of such parish or part or parts thereof in the opinion of the Local Government Board inconvenient. 4. That every highway parish shall be coincident in area with some poor law parish. 5. That every highway district shall be coincident in area with some rural sanitary district. 6. That no poor law parish shall be entirely included in, or surrounded by, another parish. The Local Government Board is to proceed to carry out the powers of the Bill by schemes, and in the Bill it is proposed to enact, in the case of a highway district which is not coincident in area with some rural sanitary district, the scheme may provide for the dissolution, alteration, or formation of any highway district or highway districts. The Local Government Boundaries Bill is, apparently, a sequence to the report of the Lords' Committee on highways, which was founded on an exhaustive inquiry, and may, probably, influence legislation on highway matters for some time to come. The Prime Minister has promised, pending general legislation on the subject, to appropriate from the Consolidated Fund during the present financial year the sum of £250,000 towards the cost of maintenance of main roads, and proposes to increase the duty payable on certain carriages. Since the passing of the Highway and Locomotive (Amendment) Act, 1878, dissatisfaction has been felt in many quarters in consequence of the highway district being substituted for the parish as the unit for the maintenance of roads, and throwing the cost of the main roads on the District Fund, which has had the effect of increasing highway rates in certain parishes, but other parishes are much benefited.

"The Highways and Locomotive (Amendment) Act, 1878, provides that where a highway district is or becomes coincident in area with a rural sanitary district, the rural sanitary authority of such district may apply to the county authority for an order that any such rural sanitary authority may exercise all the powers of a highway board, and that from the date of the order the highway board shall be dissolved; but the Act contains no *contra* provision that where desirable a highway board may absorb a sanitary district. The Long Ashton Highway Board have printed, and sent to other boards in the kingdom, copies of a memorial they have sent to the Prime Minister, asking that an alternative clause may be inserted in any measure introduced by Government enabling a highway board to apply to the county authority to merge a rural sanitary district in a highway district where they are both coterminous.

"The area of some highway districts is the petty sessional division, in others the union, and others are coterminous with no other district. The opinion amongst legislators appears to be that the area of a highway district should be coterminous with some other district. The Local Government Boundaries Bill proposes it should be the rural sanitary district.

"The committee think the following subjects are worthy the consideration of the members of the society:—(1) What is the best unit for the management of highways, and what for their maintenance? (2) Can the official forms of highway accounts be simplified without detriment to efficiency? (3) Is it desirable that ratione tenure roads should be abolished?"

Mr. DOBBS, M.P., in moving the adoption of the report, said—The report contains a reference to the Bill of Lord Edmond Fitzmaurice—a Bill I venture to say that would have required our very serious consideration, and to which I certainly should have invited serious consideration to-day had there appeared the slightest possibility of its being dealt with during the present session of Parliament. There are several points in it which would have had to be brought under your consideration, but, under present circumstances, I do not think it is of sufficiently pressing importance to warrant our spending time in considering it to-day. At the same time, although no practical legislation is likely to follow during the present year, it may not be inopportune for gentlemen to give expression to any opinion they may have formed on the subject, with a view to suggestions being made to Lord Edmond Fitzmaurice, the Government, or anybody else, in connection with the various points dealt with in the Bill. Its great feature is the assimilation of boundaries of districts. I may say I know that the President of the Local Government Board, following in the footsteps of some of preceding Presidents of that Board, is exceedingly anxious that the difficult question of conflicting areas and boundaries should be got rid of, and that we should get into a system whereby the multifarious duties of highway boards and sanitary and other authorities should be exercised within certain well-defined and uniform limits. The whole matter will have to be dealt with by the Government eventually, and, I think, had we not in Parliament been oppressed by Ireland and its difficulties, we should have had before us to-day a Bill that would have required the exercise of all our attention and discretion—viz., a Bill for local county government. I know that such a Bill was prepared last autumn by the Government, and was intended to be introduced, but, as you doubtless very well know, the Prime Minister, in his Budget speech, stated that the Bill must be abandoned for the present session. The report also refers to a matter of some considerable importance in connection with main roads—namely, the intimation of the Prime Minister that he intends to allocate out of the Consolidated Fund a sum of £250,000 towards their repairs. In committee we had a little discussion as to what was intended by the Prime Minister—viz., whether it was to be an annual grant or not; and as the report was originally drafted, it stated that this was a grant of £250,000 per annum. It was pointed out, however, that nothing had been said about this being an

annual payment, and so the words were eliminated from the report. The matter, as I understood the Prime Minister, stands thus:—On the motion of Colonel Harcourt, one of the members for Oxfordshire, he had promised that a certain amount should be given for relief in connection with main roads. At that time he had expected to have a considerable surplus, and intended to deal with a portion of it in the County Government Bill. Having been obliged to abandon the hope of introducing and passing that Bill through Parliament in the present session, he said in effect: "I will deal tentatively with this subject of main roads, and in order that I may partially keep my promise to the member for Oxfordshire, I will appropriate out of the Consolidated Fund a sum of £250,000 towards their repairs." That no doubt will be for the financial year from March, 1892-3. If, unfortunately, in another session of Parliament there should be no suitable legislation, then I have no doubt the payment of a similar sum will be continued, but I feel sure that it is the intention of the Government to deal with the subject exhaustively as soon as they have opportunity, and I have no doubt they will deal with it on a more liberal scale even than the payment of £250,000 during the present year. I have no idea how they intend to allocate this sum; but, looking at it from a common-sense point of view, I think we may assume that it will be distributed according to the expenditure on main roads of the different highway boards throughout the country.

Mr. BOZWARD (Henwick) seconded the adoption of the report.—After a discussion, in which several of the members present took part, the report was unanimously adopted.—The report having been adopted, it was proposed by the President, seconded by Mr. Bozward, and unanimously resolved, that the accounts as audited by the committee be passed as correct.—It was proposed by the President, seconded by the Vice-President, and unanimously resolved, that the report of the committee be received and adopted, and printed and circulated amongst the members of the society, and also be sent to the clerks of highway boards in the kingdom who have not joined the society.—Unanimously resolved that Messrs. J. R. Tomlin, of Richmond, Yorkshire, and W. Foote, of Swindon, be added to the committee.—It was proposed by the Vice-President, seconded by Mr. Simpson, and resolved, that the secretary be requested to urge the members individually to obtain expressions of opinion from other local authorities that it is not desirable to increase the sphere of their duties by absorption of highway districts.—It was proposed by Mr. Knockor, seconded by Mr. Simpson, and resolved, that the special attention of the committee be called to the general orders of the Local Government Board regulating the proceedings of highway boards with a view to their amendment and alteration of the system of accounts. Several members having reported successful applications for compensation for extraordinary traffic, amongst others, Mr. Simpson reported having obtained £500 for extraordinary traffic consequent on the formation of the Tunbridge Wells and Eastbourne Branch, which passes through two parishes in his district—it was resolved that a memorandum of the same be placed in the minutes for reference.—It was proposed by Mr. Bozward, seconded by Mr. Tuthill, and unanimously resolved, that the thanks of the meeting be, and they are hereby, accorded to the President for his assistance in the formation of the society and its working since its commencement, and for his services in the chair that day.

This concluded the proceedings.

#### LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, June 1, the following being present:—Mr. Desborough (chairman), and Messrs. Boodle, Collisson, Styan, Desborough, jun., Parkin, Burger, Sidney Smith, Hedger Burt, Tylee, Henry Tylee, Doyle, and A. B. Carpenter (secretary), grants of £1,350 were made to the widows and daughters of deceased members, one new member was elected, and the ordinary general business was transacted.

### LAW STUDENTS' JOURNAL.

#### COUNCIL OF LEGAL EDUCATION.

TRINITY EXAMINATION, 1882.

At the general examination of students of the Inns of Court, held at Lincoln's-inn Hall, on the 11th, 12th, 16th, 17th, 18th, and 19th of May, 1882, the Council of Legal Education awarded to David Calder Lock, Middle Temple, and James Edward Hamilton Benn, Inner Temple, studentships in jurisprudence and Roman law of 100 guineas, to continue for a period of two years; and to Lindsey John Robertson, Middle Temple, a studentship in jurisprudence and Roman law, of 100 guineas, for one year.

The council have also awarded to Thomas Edward Scrutton, Middle Temple, the Barstow Law Scholarship; and to Thomas Bateman Napier, Inner Temple, a certificate of honour of the second class.

The council have also awarded to the following students certificates that they have satisfactorily passed a public examination:—Cumbhampati Akilandaia, Inner Temple; Cosmo Gordon Antrobus, Inner Temple; William Baxter, Inner Temple; Ernest Montague Beard, Middle Temple; William Francis Bence-Jones, Inner Temple; Charles William Black, Middle Temple; Herbert Montagu Broughton, Inner Temple; John McLeavy Brown, Inner Temple; Robert Weir Brown, Gray's-inn; Abraham Crompton, Lincoln's-inn; Mancherji Dadabhai Dadysett, Middle Temple; Edward Thomas Holden Devas, Inner Temple; Patrick Robertson Don, Inner Temple; George Eunis, Middle Temple; Harold James Lee Evans, Inner Temple; George Lawrie Fagan, Gray's-inn; William Henry Field, Middle Temple; Benedict William Ginsburg, Inner Temple; William Ebene z

Gray, Inner Temple; Robert Jones Griffiths, Middle Temple; Matilal Gunt, Middle Temple; Theodore Hall Hall, Lincoln's-inn; Benjamin Booth Haworth-Booth, Inner Temple; Alfred Holt, Middle Temple; Charles Pelham Huggins, Inner Temple; Benedict Jones, Lincoln's-inn; Coldham Crump Knight, Inner Temple; Egerton Charles Baring Lawford, Inner Temple; Rochfort Maguire, Inner Temple; Ernest Louis Meinertzhagen, Inner Temple; Richard Mercer, Inner Temple; John Montenegro, Middle Temple; John Ignatius Morris, Inner Temple; Francis Herbert Padwick, Inner Temple; James Peiris, Lincoln's-inn; Hume Chancellor Pinsent, Middle Temple; Robert John Price, Middle Temple; Leicester Morgan Reed, Inner Temple; Francis Joseph Ridgway, Inner Temple; Thomas Edward Scrutton, Middle Temple; John Anchemmeden Baird Shand, Lincoln's-inn; Anandras Sheshadri, Inner Temple; William Compton Smith, Inner Temple; Francis Elmer Speed, Middle Temple; James Andrew Strahan, Middle Temple; Henry Terrall, Middle Temple; Josiah Ragland Thomas, Inner Temple; John Wertheimer, Middle Temple; George White, Middle Temple; Thomas Mott Whitehouse, Middle Temple; Robert Woodfall, Inner Temple; William Andrew George Woods, Middle Temple; and Robert Augustus Arthur Wright, Inner Temple.

The following students passed a satisfactory examination in Roman law:—Amelius Francis Ward Beauclerk, Lincoln's-inn; William Le Vane Robert Roxby Beverley, Inner Temple; Thomas Smart Blyth, Inner Temple; Thomas Boston Bruce, Middle Temple; George Richard Gwavas Caryon, Inner Temple; Manobindra Krishna Deva, Inner Temple; Frank Dunar, Middle Temple; William Gerald Elliot, Inner Temple; Edmund Waterton Farnall, Inner Temple; Howard Fowler, Inner Temple; Allen Donail Fraser, Inner Temple; Edward James Gibbons, Lincoln's-inn; John William Gordon, Middle Temple; William Graham, Middle Temple; Syed Mohamed Habib-Ullah, Middle Temple; John Mainwaring Hall, Inner Temple; Richard Handley, Middle Temple; Kigley John Hough, Lincoln's-inn; Charles Ashworth James, Lincoln's-inn; Joseph William King, Lincoln's-inn; Joseph Henry Warburton Lee, Lincoln's-inn; Richard Leeming, Middle Temple; James Robert Vernam Marchant, Gray's-inn; Walter Maxwell, Middle Temple; Edward Robert Pacy Moon, Inner Temple; Clement Henry Smiles Moore, Middle Temple; George Thomas Morrice, Middle Temple; John Watson Moses, Gray's-inn; Sholto Rawkins Pemberton, Inner Temple; Shapurji Kavasji Sanjau, Inner Temple; William Alfred Byam Shand, Inner Temple; Francis William Steere, Lincoln's-inn; Donald Charles Stewart, Lincoln's-inn; John Low Stuart, Inner Temple; Israel Alexander Symmons, Middle Temple; John Francis Taylor, Middle Temple; Samuel Taylor, Inner Temple; John Walker Thompson, Inner Temple; Arthur Hill Trevor, Inner Temple; James Muschamp Vickers, Inner Temple; Arthur James Walter, Inner Temple; William Montgomery Fairlie Waterton, Middle Temple; Herbert Ross Webbe, Lincoln's-inn; and Horace White, Inner Temple.

#### UNITED LAW STUDENTS' SOCIETY.

At a meeting of this society, held at the Law Institution, Chancery-lane, on May 22, Mr. D'A. B. Collyer in the chair, the following question was discussed:—"The plaintiffs, shipowners, by a policy of insurance underwritten by the defendants, caused 'themselves to be insured, lost or not lost, at and from Liban to Bordeaux, upon freight (valued at interest) of and in the vessel *La Hawthorn*, beginning the adventure upon the said goods or freight from the loading thereof on board the said ship at Liban, and to continue and endure during the said vessel's abode there, and until the said vessel shall have arrived at Bordeaux, and the said goods shall be safely delivered from the said ship.' While the vessel was being loaded at Liban, and a portion of the cargo in lighters alongside was about to be transferred to the said vessel, the said lighters and portion of cargo were, by reason of the perils of sea, wholly lost, and the plaintiffs were prevented earning the freight insured. Could the plaintiffs recover?" Mr. Shirley Shirley opened in the negative, and was opposed by Mr. Ball, who contended that the plaintiffs could recover. The chairman summed up, and, on the question being put to the meeting, it was decided in the negative by a majority of one.

At the usual weekly meeting held at Clement's-inn Hall, on Wednesday, May 24, Mr. C. Kains-Jackson in the chair, Mr. Symes moved, "That capital punishment ought to be abolished." He was supported by Mr. Sweptone, and opposed by Messrs. Le Breton, Shirley Shirley, Ball, Williams, and Nelham, an independent position being taken by Mr. Parsons. The opener replied, and the chairman summed up, and on the motion being put to the meeting it was lost by four votes.

At a meeting of this society, held at Clement's-inn Hall on Wednesday, the 7th of June, Mr. C. Kains-Jackson in the chair, Mr. Collyer moved, "That the Irish policy of the present Government has rendered them unworthy of the support or confidence of the nation." He was supported by Mr. Edlin, and opposed by Messrs. Shirley and Kittle. The opener then replied, and the chairman summed up, and the motion on being put to the meeting was carried by a majority of six.

#### NEW ORDERS, &c.

##### ORDER OF COURT.

Wednesday, the 7th day of June, 1882.

Whereas, it has been represented to me that the state of health of the Honourable the Vice-Chancellor Sir Charles Hall is such as temporarily to prevent his sitting in court or in chambers for hearing and determining causes and matters which have been assigned to him and are now pending: I, the Right

Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do therefore order that all causes and matters which have been assigned to and are now pending before the Honourable the Vice-Chancellor Sir Charles Hall be transferred until further order to the Honourable Sir Edward Ebenezer Kay, one of the Justices of the High Court of Justice, to be heard and disposed of by him so far and to such extent as he shall consider necessary or expedient. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

SELBORNE, C.

#### MR. DANIEL, Q.C., ON BANKRUPTCY LAW AMENDMENT.

At a meeting of the Bradford Law Students' Society, on the 5th inst., Mr. Daniel, Q.C., who presided, noticing an article on the subject of Bankruptcy which had appeared in the *Nineteenth Century* from the pen of Lord Sherbrooke, said that the writer seemed to be in despair in regard to the matter. He really did not wonder at the despair of Lord Sherbrooke, but he could not say that he should be glad to see the people of this country, and especially the commercial community, reduced to such a state. He could thus far see into Lord Sherbrooke's mind, that there was something more required to make the interest of debtors and creditors such as they ought to be than mere legal machinery. They wanted to raise the character of commercial morality. They never thought when they were making a bargain whether it was just or not; they only thought whether it was profitable; and so long as men would become slaves to mere selfishness he was afraid it would be in vain for the Legislature to attempt to make any machinery which would raise and affect the moral character of the parties concerned. He had himself endeavoured to try and consider whether or not the present Act of 1869 might not be so amended as to work well. In 1876 he wrote and published in the *Social Science Transactions* a paper on the subject from which he had never considered it necessary to recoil. He did not know whether any gentleman there had read the prize essay by Mr. Steel, of the Institute of Bankers. In that essay the writer went into the present evils of our bankruptcy system, and showed himself a great advocate for the Scotch system. Mr. Steel thought that was as nearly perfect as could be; but reports which he (the speaker) had seen—although the Scotch system was so much lauded by Scotchmen—gave him the idea that it was as costly, as far as the creditors were concerned, as the English system. In dealing with the Act of 1869, he hardly thought it deserved the great censure which some had passed upon it, though there were many radical defects in it. The main defect of the Act was a want of a good regulation binding the debtor when he filed his petition for liquidation to accompany it with a statement of his debts and assets verified by affidavit, with a statement also of his creditors, equally verified by affidavit, and citing the consideration for the debts. All that should be filed together with the petition, or at least within a limited period, say three days; and if he proposed a composition he could name the amount at the same time. It should be the duty of the registrar to send out notice of the first meeting of creditors, and with that notice should be forwarded an intimation to the effect that a copy of the accounts filed could be obtained upon the application of any creditor, and that no application could be entertained in respect of any creditor except through a solicitor. If that were done the first meeting of creditors might be a substantial proceeding. The first meeting should be held before the registrar or person specially appointed for the purpose, who should examine the proofs of debt. He did not think that proxies could be done away with, because creditors living in all parts of the country could not always be expected to be present at every particular meeting. But he thought the system of proxies should be limited in its operation, the purpose for which it was used should be defined, and it should be used only for that purpose. That would go far to remedy many abuses that were now justly complained of. With reference to the appointment of trustees, he ventured to say that it should not be made as at present. There should be a limited class. A list of persons should be made out and recognized by the court to be fit and proper persons to be trustees in that particular district; but of course care must be taken that no undue preference or priority was shown in regard to interest, or connection, or anything of the kind. He did not know whether he dare say it, but the banks were responsible for a great deal. The great eagerness to do business and to show a dividend sometimes led to great mistakes. If bankers would more frequently have the courage to say "No," it would be better for the community at large. There was one difficulty in bankruptcy of which he had had lamentable instances before him—he meant cases of fictitious debts. He did not see what security they could have against these except in the suggestion which he had made, that the debtor, when he filed his petition, should not only verify his creditors, but the consideration for the debt. The great difficulty of all was that of fraudulent preference, and the law was answerable for it. He had known solicitors who had felt it their duty, when they had ascertained that a man was hopelessly insolvent, to get from him all they could in the shape of security; and the law now sanctioned it. Though a man knew that a debtor was hopelessly insolvent, yet if he could get payment of what he was owed by means of pressure it was lawful for him to do so, whilst other persons were injuriously affected by the exercise of that legal right. It would be exceedingly difficult to frame any law which would work equitably and justly, because the law which would be suitable in large transactions would be, perhaps, found oppressive in small transactions. He did not know whether Mr. Chamberlain would be equal to the herculean task of cleaning the Augean stable or not. Some scheme must be devised to wind up small estates in a summary manner; and any Bill which was to establish a separate tribunal



must in some way or other separate it from the county court, because, whilst the bankruptcy court was necessarily stationary, the county court was migratory. So many schemes had been tried and had failed that he did not know of any system which would be otherwise than an experiment. There were two or three Bills now before the House of Commons, but in the present condition of affairs he did not know when the matter would be thoroughly dealt with.

## OBITUARY.

### MR. INIGO GELL.

Mr. Inigo Gell, solicitor (of the firm of Gell & Drake), died at Lewes on the 24th ult., after a short illness. Mr. Gell was the son of Mr. Francis Harding Gell, solicitor, many years coroner for East Sussex, and was born in 1823. He was admitted a solicitor in 1845, and he had ever since practised at Lewes. He was at first in partnership with his father, then with his brother-in-law, Mr. Charles Alfred Woolley (the present town clerk of Hove), and more recently with Mr. Augustus Pitt Drake. Mr. Gell was solicitor to the Marquis of Abergavenny and to many of the leading gentry in Sussex, and he held several public appointments. He had been for many years town clerk of the borough of Seaford, and clerk to the county magistrates at Lewes. He was formerly also clerk to the magistrates at Hailsham and at Uckfield. Mr. Gell was from 1860 till 1869 a Lieutenant in the 1st Cinque Ports Rifle Volunteers. He leaves a widow and one daughter.

### MR. HENRY INGLEDREW.

Mr. Henry Ingledrew, solicitor and notary (of the firm of Ingledrew & Daggett), of Newcastle-upon-Tyne and Gateshead, died on the 24th ult., at the age of ninety-six. Mr. Ingledrew was born in 1786. He was admitted a solicitor in 1817, and he had practised for sixty-five years at Newcastle, where he had a most extensive practice. He was a notary public and a perpetual commissioner for the town of Newcastle and the counties of Northumberland and Durham. He was for many years registrar of the Gateshead County Court (Circuit No. 1) and deputy recorder of the borough of Newcastle. Mr. Ingledrew was the oldest member of the Newcastle Corporation, with which he had been connected for forty-three years. He served as sheriff of the borough in 1853, and as mayor in 1860, and he was an alderman at the time of his death. He rendered valuable services for many years as chairman of the Gaol Committee, and he was also a member of the Newcastle Board of Guardians.

### MR. JAMES KEMPLAY, Q.C.

Mr. James Kemplay, Q.C., died at his residence, 48, Leinster-gardens, Hyde-park, on the 4th inst. Mr. Kemplay was born in 1810, and was educated at Trinity College, Cambridge, and was fourth wrangler in 1833. He practised for several years as a special pleader, and was called to the bar at the Middle Temple in Hilary Term, 1852. He was an able pleader and a sound lawyer, and for many years enjoyed a good junior business, both in London and on circuit. He was frequently engaged as counsel for the London and North-Western Railway Company; and it may be remembered that he was junior counsel for the defendant in the celebrated *Alexandra case*. Mr. Kemplay received a silk gown from Lord Hatherley in 1872, but his health failed shortly afterwards, and he had for several years retired from practice. He was a bencher of the Middle Temple.

## LEGAL APPOINTMENTS.

Mr. JOHN CHARLES SIGISMUND DAY, Q.C., succeeds Sir Charles Bowen as a Judge of the Queen's Bench Division. Mr. Justice Day was born in 1826. He was educated at University College, London, and he graduated B.A. at the University of London in 1845. He was called to the bar at the Middle Temple in Hilary Term, 1849, and he became a Queen's Counsel in 1872. He has practised on the South-Eastern Circuit, and he is a bencher of the Middle Temple.

Mr. RICHARD INCLEDON BENCRAFT, solicitor (of the firm of Bencraft & Son), of Barnstaple, has been appointed a Perpetual Commissioner for Devonshire for taking the Acknowledgments of Deeds by Married Women.

Mr. JAMES MARSHALL, Chief Justice of the Gold Coast Colony, has received the honour of Knighthood. Sir J. Marshall was called to the bar at the Inner Temple in Hilary Term, 1868. He was appointed Chief Justice of the Gold Coast Colony in 1876.

Mr. HENRY JAMES BURFORD HANCOCK, Chief Justice of the Leeward Islands, has received the honour of Knighthood. Sir H. Hancock is the son of Mr. Henry Hancock, F.R.C.S.E. He was called to the bar at the Inner Temple in Hilary Term, 1866, and he formerly practised on the South-Eastern Circuit, and at the Sussex and Brighton Sessions. He was for several years a district judge in Jamaica, and he was appointed Chief Justice of the Leeward Islands in 1880.

Mr. RICHARD CAYLEY, Chief Justice of Ceylon, has received the honour of Knighthood. Sir R. Cayley was called to the bar at Lincoln's-inn in Hilary Term, 1862. He was for several years Queen's Advocate of Ceylon, and he was appointed Chief Justice of the island in 1879.

Mr. GEORGE PHILIPPO, Chief Justice of Hong Kong, has received the honour of Knighthood. Sir G. Philippo was called to the bar at the Inner Temple in Hilary Term, 1862, when he obtained a first-class certificate of honour. He was appointed Chief Justice of Hong Kong in 1881.

Mr. GEORGE GODFREY, solicitor, of 55, Chancery-lane, has been appointed a Commissioner for taking Affidavits for use in the Colony of Victoria.

Mr. RAYWOOD MICKLETHWAIT STANSFELD, solicitor, of Halifax, has been elected Clerk to the Thornton Local Board. Mr. Stansfeld was admitted a solicitor in 1873.

Mr. SYED MAHOMED has been appointed a Judge of the High Court of the North-West Provinces of India.

Mr. GEORGE WALKER, Attorney-General of British Columbia, has been appointed a Judge of the Supreme Court of that Colony.

Mr. GEORGE VAN SOMEREN, barrister, has been appointed to act as Judge of the Court of Small Causes at Rangoon. Mr. Van Someren was called to the bar at Lincoln's-inn in Michaelmas Term, 1872.

Mr. ANTHONY SWAINSON ALLEN, solicitor, of Bromyard, has been elected Clerk to the Bromyard School Board. Mr. Allen was admitted a solicitor in 1877. He is registrar of the Bromyard County Court.

Mr. HENRY JAMES GIDNEY, solicitor, of Aylsham, has been elected Clerk to the Felmingham United District School Board, and also to the Hevingham United District School Board. Mr. Gidney is also clerk to the Aylsham Board of Guardians, and superintendent registrar for the district. He was admitted a solicitor in 1878.

## COMPANIES.

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

ABERDARE MERTHYR STEAM COAL COLLIERY COMPANY, LIMITED.—Petition for winding up, presented May 31, directed to be heard before Chitty, J., on June 10. Norton and Co. Coleman st, solicitors for the petitioners.

CAPITAL FIRE INSURANCE ASSOCIATION, LIMITED.—Petition for winding up, presented May 26, directed to be heard before Chitty, J., on June 10. Brandon, Essex st, Strand, solicitors for the petitioner.

MARINE PIERS COMPANY, LIMITED.—Petition for winding up, presented May 17, directed to be heard before Chitty, J., on June 10. Bannister, Basinghall st, solicitor for the petitioners.

[*Gazette*, June 2.]

NEW ZEALAND LAND CORPORATION, LIMITED.—Petition for winding up, presented June 2, directed to be heard before Hall, V.C., on June 18. Miller and Vernon, Moorgate st, solicitors for the petitioner.

NORTH WALES FREEHOLD COPPER MINES AND SMELTING COMPANY, LIMITED.—Fry, J., has, by an order dated April 28, appointed Alfred Cotton Harper, Billiter House, Billiter st, to be official liquidator.

[*Gazette*, June 4.]

## CREDITORS' CLAIMS.

### CREDITORS UNDER ESTATES IN CHANCERY.

#### LAST DAY OF PROOF.

ASHWORTH, JOSEPH, Frodham, Chester, Manure Manufacturer. July 1. Ashworth v Ashworth, Hall, V.C. Pritchard and Co, Painters' Hall, Little Trinity lane.

BRAGGER, WILLIAM HENRY, Mile End rd, Builder. June 20. Bragger v Bragger, Chitty, J. Snow, College hill.

BURBERT, AMELIA, Leamington Priors, Warwick. July 5. Rowe v Rowe, Hall, V.C. Catcliffe, jun., Chesapeake.

CRAMP, MARY ANN, Camberwell. June 20. Paul v Jaquet, Fry, J. Jaquet, Finsbury sq.

DENTON, EDWIN, Loxley, York, Forgeman. July 1. Bunting v Denton, Hall, V.C. Webster, Sheffield.

DEYDEN, SIMON, Gateshead, Durham, Farmer. June 20. Dryden v Dryden, Chitty, J. Dees, Newcastle.

FINNIGAN, BRIAN BERNARD, Manchester, Trunk Manufacturer. June 23. Finnigan v Taylor, Chitty, J. Crofton, Manchester.

GREENWOOD, GEORGE HENRY, Bexley Heath, Kent, Gent. June 20. Greenwood v Greenwood, Bacon, V.C. Mannings, Gresham House, Old Broad st.

HAGGATT, GEORGE JONES, St George, Gloucester, Gent. June 18. Allan v Dix, Bacon, V.C. Dix, Bristol.

HARRIS, CAROLINE, Southport. June 20. Thornely v Harris, Fry, J. Lucas, Gt James st, Bedford.

HARRIS, MICHAEL, Southport, Lancaster, Esq. June 20. Thornely v Harris, Fry, J. Lucas, Gt James st, Bedford row.

LINWOOD, REV. WILLIAM, Buchfield, Handsworth. June 13. Price v Linwood, Hall, V.C. Kingsford and Co, Essex st, Strand.

MANT, CHARLES, Southsea, Hunts, Major, R.E. July 1. Cunningham v Mant, Bacon, V.C. Shephard, Finsbury circus.

MAYNARD, ELIZA, Fifth avenue, Harrow rd. June 20. Renvell v Maynard, Fry, J. Greenwood, Serjeants' inn.

POWELL, RICHARD, Langwrig, Montgomery, Farmer. June 20. Owen v Powell, Fry, J. Davies, Llandilo.

SMITH, ANNE, Lichfield, Stafford. June 24. Johnson v Smith, Hall, V.C. Barnes, Lichfield.

SOTHERN, FRANCES EMILY, Colosseum terr, Regent's park. June 23. Sothern v Sothern, Chitty, J. Lickfold, Elgin rd, Harrow rd.

STOCKMAN, CHARLES STEPHEN, Wimbledon common, Storekeeper. June 24. Stockman v Stockman, Hall, V.C. Patience, Cheapside  
SOUTHCOMBE, JOHN, Bath, Grocer. June 30. Cater v Southcombe, Fry, J. King, Bath  
WILLIAMS, JOHN, Pembroke, Draper. June 23. Stratton v Williams, Bacon, V.C. Brown, Pembroke Dock.

[Gazette, May 26.]

BRATLEY, JOHN, Gedgey, Lincoln, Farmer. June 27. Bratley v Harrison, Chitty, J. Harrison, Bermondsey st  
BROWNING, ARTHUR HENRY, Lewes, Wine Merchant. July 8. Browning v Browning, Hall, V.C. Nicholson, Lewes  
MYERS, THOMAS BARNES, Porters Barnet, Hertford, Esq. June 30. Rumball v Myers, Bacon, V.C. Wood, Lincoln's inn fields

[Gazette, May 30.]

TURNBULL, ELEANOR, Arundel st, Strand. July 1. Cox v Child, Chitty, J. Bennett, Gresham bldg, Basinghall st

[Gazette, June 2.]

BROWN, JOHN NORMAN, Clifton, Bristol, Gentleman. July 4. Brown v Hughes, Chitty, J. Beckingham, Bristol  
EDWARDS, RICHARD, Milebrook, Brampton Bryan, Hereford, Gentleman. July 4. Edwards v Taylor, Chitty, J. Weyman, Ludlow  
EVANS, WILLIAM, Haverfordwest, Ironmonger. July 8. Davies v Maychurch, Fry, J. George, Haverfordwest  
HYDES, MARY, Sutton in Ashfield, Nottingham. July 5. Clarke v Hydes, Fry, J. Egan, Sheffield  
ULLATHORPE, FRANCIS SAMUEL, Kidlington, Oxford, Gentleman. July 10. Barnes v Frye, Fry, J. Godden, Old Jewry  
SKAMAN, FRANCIS, Prael Catel, Guernsey, Esq. July 1. Billingham v Bollamy, Chitty, J. Pope, Bucklersbury  
SELBY, LIZZY, Shaftesbury rd, Hammersmith. July 10. Selby v Williams, Fry, J. Nutt, Brabant court, Philpot lane  
WEEKS, THOMAS, Bishop, Bedminster, Somerset, Yeoman. July 15. Withers v Weeks, Fry, J. Harris, Wells

[Gazette, June 6.]

### CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

ARTHUR, MARY, Welchpool, Montgomery. July 1. Powell, Newtown  
BAIRD, ISABEL, Penwortham, Lancaster. June 13. Dodd, Preston  
BRANT, JAMES, High st, Clapham, Licensed Victualler. July 8. Scott, Coleman st  
BROADLEY, MARIA CHARLOTTE, Wendron, Cornwall. June 17. Grylls and Co  
CASWELL, OLIVIA MARY, Reading, Berks. June 10. Collins, Reading  
COOPER, MARIA, Kingston-upon-Hull. June 17. Priestman, Kingston-upon-Hull  
CURTIS, CHARLES THOMAS, Arlington st, Islington, Upholsterer. June 24. Kent, Norwich  
DALLY, MARY, Norham gdns, Oxford. June 24. Richardson, Bucklersbury  
DEATCOTT, HENRY, Foston, Leicester, Farmer. June 15. Miles and Co, Leicester  
DYE, CHARLES HERBERT, Musley, nr Ware, Hertford. July 3. Flavell and Bowman, Bedford row  
HARRIS, FREDERICK JOSEPH, Golden lane, Box Manufacturer. July 10. Ricks and Co, King st, Cheapside  
HOWLAND, THOMAS CLARIDGE, Hardwicke, nr Aylesbury, Buckingham, Esq. June 24. Indemaur and Clark, Devonshire st, Portland pl  
JONES, ANN COUNTER, South Tawton, Devon. June 24. Burd, Okehampton  
LEAL, MARY ANN, West Cowes, Isle of Wight. June 17. Damant and Son, Cowes  
LEWIS, JOSEPH, Ystradgynlais, Brecon, Licensed Victualler. June 30. Thomas, Brecon  
MEARS, JOSEPH, Woodstock, Oxford, Gent. June 16. Hawkins, Woodstock  
MOODY, WILLIAM, Nottingham, Gent. July 9. Watson and Co, Nottingham  
PERRY, ELIZA, Clarendon rd, Notting hill. June 19. Cowland and Chowne, Lincoln's inn fields  
RIDER, ELIZABETH, Leeds, York. June 24. Dibb and Co, Leeds  
SMITH, HENRY, Shoreditch High st, Licensed Victualler. June 24. Orgill, Bedford row  
THACKRAY, GEORGE, Wyton, Huntingdon, Farmer. June 21. Hunnybun and Sons, Huntingdon  
WALKER, BENJAMIN SCHOFIELD, Raydon st, Highgate New Town. June 23. Mould, 66 James st, Bedford row  
WARD, WILLIAM, North Bank, St John's Wood, Gent. June 17. Crowder and Harris, Lincoln's inn fields  
WARWICK, SUSANNAH, Scothy, near Carlisle. July 5. Thorburn, Carlisle  
WEBBER, AUGUSTA CATHERINE, Ladbroke sq. June 30. Bridges and Co, Red Lion sq  
WHEELER, THOMAS, Clehonger, Hereford, Gent. July 10. Humphys, Hereford  
WILKS, HENRY, Rotherham, York, Brass Founder. June 21. Oxley and Coward, Rotherham  
WILKINSON, SARAH, Huddersfield, York. June 21. Ainley, Huddersfield

[Gazette, May 23.]

ASHMAN, MARTHA, Deptford, Kent. June 24. Lockyer, High st, Deptford  
ASTON, GEORGE, Chestwynd Grove, nr Newport, Salop, Gent. July 1. Heane, Newport  
CLARE, WILLIAM, Stanford Rivers, Essex, Farmer. July 1. Ingle and Co, Thread-needle st  
COLLS, WILLIAM, Dorking, Surrey, Esq. July 7. Child, Paul's Bakehouse ct, Doctors' commons  
DALL, HENRY, Princess terrace, St. John's Wood, Builder. July 24. Bannister and Pache, John st  
DENNIS, WILLIAM, St Albans, Herts, Licensed Victualler. July 1. Annesley, St Albans  
GIBBS, JOHN GORDON, St John's, Kent, Esq. Aug 1. Pyke and Minchin, Lombard st  
GLEGG, WILLIAM BAKERVILLE, Chelford, Chester, Esq. June 30. Trinders and Curtis, Hayward, St Helen's pl, Bishopsgate st Within  
GRATTON, JOHN, Walton, nr Chesterfield, Derby, Land Agent. July 31. Jones and Middleton, Chesterfield  
HART, HENRY BOSWELL, Brighton, Gent. June 26. Nutt and Co, Brabant ct, Philpot lane  
IRLAND, HARRIET, Hethersett, Norfolk. July 20. Howlett, Wymondham  
KING, ANNA MARIA, Brighton. July 24. Wrenmore, Chancery lane  
LEE, EDWARD, Heywood, Lancaster, Butcher. July 1. Banks, Heywood  
NEWTON, HENRY CHARLES, Bathbone pl, Esq. July 1. Phelps and Co, Gresham st  
SPENCER, FANNY AGNES, Falmouth, Cornwall. June 20. Ravenscroft and Co, John st, Bedford row  
TAYLOR, JOHN, Henstridge, Somerset, Yeoman. June 23. Messiters and Bennett, Weymouth  
TAYLOR, JOHN, Rochdale, Lancaster, Confectioner. June 18. Brierley, Rochdale  
TAYLOR, WILLIAM, Longwood, York, Cloth Fuller. June 5. Robinson, Huddersfield  
TROTTER, ELIZABETH, Sheffield, York. July 1. Binney and Co, Sheffield  
WELLS, CHARLES, North terrace, Camberwell, Solicitor. July 6. Wellborne and Son, Duke st, London Bridge  
WRIGHT, STEPHEN, West Smithfield, Licensed Victualler. June 30. Child, Paul's Bakehouse ct, Doctors' commons

[Gazette, May 26.]

ALLAN, HUGH, Cricklade, Wils, Clerk in Holy Orders. July 1. Townsend, Swindon.  
BARNES, JOHN, Holmerbridge, near Hockliffe, York, Woollen Cloth Manufacturer. Aug 1. Kidd and Iverson, Hockliffe

BERGMAN, JOHN GEORGE, Teignmouth, Devon, Esq. June 30. Warry and Co, Lincoln's inn fields

CHRISTMAS, OCTAVIA, Whitfield House, Waterford, Ireland. July 1. Ticehurst, Cheltenham

COOKE, CHRISTOPHER, Lincoln's inn fields, Solicitor. July 15. Ford, South sq, Gray's inn

FYNNER, MOUNTFORD, Leek, Stafford, Silk Manufacturer. July 1. Hacker and Allen, Leek

GREGSON, LAWRENCE, Over Darwen, Lancaster. July 1. Costeker, Over Darwen

HARDON, MARTHA, Manchester. July 1. Cooper, Manchester

HEATHCOTE, LAURA HENRY, Hayward's Heath, Sussex. June 16. Nye, Brighton

HUTCHINS, MARY ANNE, Devizes, Wilts. June 24. Marshall, Devizes

MCQUADE, ANDREW, Manchester. June 23. Shippey and Field, Manchester

MORLEY, LEWIS, Halifax, Worsted Spinner. July 1. Hill, Halifax

MORLEY, MARY ANN, Halifax. July 1. Hill, Halifax

NICHOLS, ALLEN PAGE, Camberwell New rd, Merchant. July 1. Armstrong and Lamb, Old Jewry

OWEN, THOMAS, Liverpool, Gentleman. July 12. Smith, Liverpool

PEARSON, THOMAS DAVID, Forest Hill, Kent, Leather Factor. June 30. Warrington, Gresham buildings

PERCOC, THOMAS, Leamington Priors, Warwick, Dairyman. June 24. Field, Leamington Priors

PERRIN, JAMES, Brighton, Boot and Shoe Dealer. June 16. Nye, Brighton

ROWELL, GEORGE, Newcastle upon Tyne, Colliery Fitter. June 30. Stewart, Newcastle upon Tyne

SCARF, JOHN, Pickering, York, Yeoman. June 21. Buchanan, Whitby

SHARKEY, PETER BURROWS, Bridge st, Westminster, Parliamentary Agent. July 1. Mander, New sq, Lincoln's inn

SHEEN, CATHERINE, Sheepcote lane, Battersea, Laundress. July 4. Carter, Chatham terrace, Battersea pk rd

SMITH, SAMUEL, Weaverham, Chester, Surgeon. July 1. Cheshire, Northwich

THOMPSON, JAMES LATHAM, Torquay, Devon, Gentleman. July 15. Hall, Hull

TOMKINSON, THOMAS, Houghton, Lancaster, Blacksmith. June 30. Smith and Bror, Hyde

[Gazette, May 30.]

BARNER, CHARLES CHAPMAN, Lincoln's inn, Barrister-at-Law. June 30. Geare and Son, Lincoln's inn fields

BOVILL, WALTER, Redcliffe gdns, South Kensington, Wine Merchant. July 31. Collyer-Bristow and Co, Bedford row

BROWN, ANN, Coulson st, Chelsea. June 30. Herbert and Kent, Gracechurch st

CROWTHER, HANNAH, Emley, near Wakefield. July 1. Ainley, Huddersfield

DYER, SIR SWINERTON HALLIDAY, Chobham, Surrey, Bart. July 15. Stileman and Co, Southampton st, Bloomsbury sq

FRANCIS, GEORGE GWIN, Lower Tooting, Surrey, Gent. July 15. Stileman and Co, Southampton st, Bloomsbury sq

HATCHMAN, CHARLES, Denman st, Regent st, Licensed Victualler. July 14. Shann and Co, Bedford row

HILL, SAMUEL, Moselle'ter, Tottenham, Gent. July 1. Nickinson and Co, Chancery lane

KENTON, JULIA, Exeter. July 5. Tozer and Co, Exeter

LEE, GEORGE, Foleshill, Warwick, Gent. July 1. Goate, Coventry

NICHOLS, ANN, Bath. June 20. Stone and Co, Bath

PETER, ARTHUR, Southpetherwin, Cornwall, Yeoman. July 15. White and Co, Launceston

ROSE, JAMES, Amersham vale, New Cross, Gent. July 14. Shann and Co, Bedford row

SEARLE, MARIA, Louth, Lincoln. July 7. Carritt, Fenchurch st

STYMON, THOMAS, Alfrick, Worcester, Yeoman. July 7. Curtler and Davis, Worcester

SYMES, MARY, Shaston St Rumbold, Dorset. July 1. Mayo and Marsh, Yeovil

TALBOT, JOHN, Batley, York, Blacksmith. July 5. Law, Batley

THOMAS, EARL OF WILTON, Heaton House, near Manchester. July 15. Slater and Co, Manchester

WATSON, THOMAS, Findern, Derby, Farmer. July 10. Sale and Mills, Derby

WILKINS, SOPHIA, Sutton Valence, Kent. June 24. Beale and Co, Maidstone

[Gazette, June 2.]

BARNFIELD, THOMAS, Bristol, Gent. July 31. Meade-King and Bigg, Bristol

BATE, CAROLINE, Plymouth, Devon. Sept 10. Wilson, Plymouth

BESCOBY, RICHARD, Ditchling, Sussex, Gent. June 30. Merediths and Co, New sq, Lincoln's inn

BLACKBURN, JOHN, North Shields, Northumberland, Innkeeper. July 1. Kidd, North Shields

BROTHERS, ELIZABETH, Nottingham. July 14. Burton and Co, Nottingham

BROWN, RIGHT REV JAMES, D.D., Shrewsbury, Salop, Roman Catholic Bishop. July 3. Owen, Wolverhampton

BULL, THOMAS, New Bond st, Linen Draper. July 10. Keays, Charles st, St James's

BUTCHER, JOSEPH, Luton, Bedford, Pawnbroker. Aug 1. Cooke, Luton

DARBY, WILLIAM, Gt Bradley, Suffolk, Gent. July 10. Penn and Co, Newmarket

DAVIES, JOHN SIDES, Oswestry, Salop, Surgeon. July 14. Minshalls and Parry-Jones Oswestry

FILLINGHAM, BRYAN MILLINGTON, Newark-upon-Trent, Nottingham, Gent. Oct 1. Pratt and Hodgkinson, Newark-upon-Trent

FIRTH, JOSEPH, Carr gate, near Wakefield, York, Shopkeeper. June 20. Lister, Wakefield

HANSON, MARY, Hillhouse, near Huddersfield, York. July 4. Laycock and Co, Huddersfield

KEARNS, ELIZABETH SARAH, Margate, Kent. July 3. Crump, Philpot lane

LISLE, ISABELLA, Alnwick, Northumberland. July 16. Dickson, Alnwick

LOWBOTTOM, JOHN, Halifax, York, Corn Miller. July 6. Hill, Halifax

MOODY, WILLIAM, Nottingham, Gent. July 9. Watson and Co, Nottingham

MORRIS, JOHN, Aston-juxta-Birmingham, Warwick, Licensed Victualler. July 14. Buller and Bickley, Birmingham

NORTON, MARY, Workop, Nottingham. Oct 1. Pratt, Newark

ORNSTON, JOHN, Gateshead, Durham, Esq. Aug 1. Ingledew and Daggett, Newcastle upon Tyne

PARKER, THOMAS JAMES, Endcliffe, near Sheffield, York, Gent. July 13. Parker and Brailford, Sheffield

PHILLIPS, JAMES, Bath. June 24. Tittle, Bath

RODWAY, GEORGE, Great Tower st, Blacksmith. Aug 8. Cattell, Great James st, Bedford row

SENNER, JOHN, Liverpool, Victualler. July 6. Bremner and Co, Liverpool

TAYLOR, ELIZABETH, Kirton, Lincoln. July 5. Harwood, Boston

WALLBRIDGE, LEVI, Cudworth, Somerset, Yeoman. July 17. Canning and Kyrke, Chard

WATERS, CHARLES, Willenhall, Stafford, Licensed Victualler. June 30. Clark, Willenhall

[Gazette, June 6.]

It is stated that, at a meeting of the bar of Ireland, on Tuesday, a committee was appointed to prepare an address congratulating Mr. Justice Fitzgerald on his appointment as a Lord of Appeal in England.



## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. O. BACON.	V. O. HALL.
Monday, June .....	12 Mr. Ward	Mr. Koe	Mr. Farrer
Tuesday .....	13 Teesdale	Cobby	King
Wednesday .....	14 Ward	Koe	Farrer
Thursday .....	15 Teesdale	Cobby	King
Friday .....	16 Ward	Koe	Farrer
Saturday .....	17 Teesdale	Cobby	King
	Mr. Justice Fay.	Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, June .....	12 Mr. Latham	Mr. Carrington	Mr. Clowes
Tuesday .....	13 Merivale	Jackson	Pemberton
Wednesday .....	14 Latham	Carrington	Clowes
Thursday .....	15 Merivale	Jackson	Pemberton
Friday .....	16 Latham	Carrington	Clowes
Saturday .....	17 Merivale	Jackson	Pemberton

## TRINITY SITTINGS, 1882.

## COURT OF APPEAL.

At Lincoln's Inn.		Tuesday, .....	13	General paper.
Tues., June 6		Wednesd. ....	14	General paper.
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Thurs. ....	15	
Wednesday .....		V.C. Sir CHARLES HALL.		
Thursd. ....		At Lincoln's Inn.		
Friday .....		Tues., June 6	1	Motns. & gen. pa.
Saturd. ....		Wednesd. ....	2	General paper.
Monday .....		Thursd. ....	3	Pets. & gen. pa.
Tuesday .....		Friday .....	4	Sht. caus., adj sums., & gen. pa.
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Saturd. ....	5	General paper.
Wednesday .....		Monday .....	6	General paper.
Thursd. ....		Tuesday .....	7	Mots. & gen. pa.
At Westminster.		Wednesday .....	8	
Tues., June 6		Thursday .....	9	Mots. & gen. pa.
App. motns. ex pte. apps. from orders made on interlocutory motns.		Mr. JUSTICE FRAY.		
Wednesday .....		At Lincoln's Inn.		
Thursd. ....		Tues., June 6	1	Motns. adj. sum. & gen. pa.
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Wed. ....	2	Ac s. for trial without writ. & far. cons.
Friday .....		Thursd. ....	3	Sht. caus., ptns. adj. sums. & gen. pa.
Saturd. ....		Friday .....	4	Adj. sums. & gen. pa.
Monday .....		Saturd. ....	5	General paper.
Tuesday .....		Monday .....	6	Mots. adj. sumn. & gen. p.
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Tuesday .....	7	
Wednesday .....		Wednesday .....	8	
Thursd. ....		Thursday .....	9	
At Westminster.		Friday .....	10	
Tues., June 6		Saturd. ....	11	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Monday .....	12	General paper.
Wednesday .....		Tuesday .....	13	General paper.
Thursd. ....		Wednesday .....	14	General paper.
At Westminster.		Thursday .....	15	
Tues., June 6		Mr. JUSTICE KAY.		
App. motns. ex pte. apps. from orders made on interlocutory motns.		At Lincoln's Inn.		
Wednesday .....		Tues., June 6	1	Motns.
Thursd. ....		Wed. ....	2	Kisch v Stuart Levatus v
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Thursd. ....	3	Newton Pearson v Bayley
Friday .....		Friday .....	4	Motions continued
Saturd. ....		Saturd. ....	5	Pets., sht. causes, adj. sums. (procedure), and gen. pa.
Monday .....		Monday .....	6	Fur. cons., dems., & non wit causes.
Tuesday .....		Tuesday .....	7	General paper (wit. act.).
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Wednesday .....	8	
Wednesday .....		Thursday .....	9	
Thursd. ....		Friday .....	10	
Friday .....		Saturd. ....	11	
Saturd. ....		Monday .....	12	
Monday .....		Tuesday .....	13	
Tuesday .....		Wednesday .....	14	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Thursday .....	15	
Wednesday .....		Friday .....	16	
Thursd. ....		Saturd. ....	17	
Friday .....		Monday .....	18	
Saturd. ....		Tuesday .....	19	
Monday .....		Wednesday .....	20	
Tuesday .....		Thursday .....	21	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Friday .....	22	
Wednesday .....		Saturd. ....	23	
Thursd. ....		Monday .....	24	
Friday .....		Tuesday .....	25	
Saturd. ....		Wednesday .....	26	
Monday .....		Thursday .....	27	
Tuesday .....		Friday .....	28	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Saturd. ....	29	
Wednesday .....		Monday .....	30	
Thursd. ....		Tuesday .....	31	
Friday .....		Wednesday .....	1	
Saturd. ....		Thursday .....	2	
Monday .....		Friday .....	3	
Tuesday .....		Saturd. ....	4	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Monday .....	5	
Wednesday .....		Tuesday .....	6	
Thursd. ....		Wednesday .....	7	
Friday .....		Thursday .....	8	
Saturd. ....		Friday .....	9	
Monday .....		Saturd. ....	10	
Tuesday .....		Monday .....	11	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Tuesday .....	12	
Wednesday .....		Wednesday .....	13	
Thursd. ....		Thursday .....	14	
Friday .....		Friday .....	15	
Saturd. ....		Saturd. ....	16	
Monday .....		Monday .....	17	
Tuesday .....		Tuesday .....	18	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Wednesday .....	19	
Wednesday .....		Thursday .....	20	
Thursd. ....		Friday .....	21	
Friday .....		Saturd. ....	22	
Saturd. ....		Monday .....	23	
Monday .....		Tuesday .....	24	
Tuesday .....		Wednesday .....	25	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Thursday .....	26	
Wednesday .....		Friday .....	27	
Thursd. ....		Saturd. ....	28	
Friday .....		Monday .....	29	
Saturd. ....		Tuesday .....	30	
Monday .....		Wednesday .....	31	
Tuesday .....		Thursday .....	1	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Friday .....	2	
Wednesday .....		Saturd. ....	3	
Thursd. ....		Monday .....	4	
Friday .....		Tuesday .....	5	
Saturd. ....		Wednesday .....	6	
Monday .....		Thursday .....	7	
Tuesday .....		Friday .....	8	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Saturd. ....	9	
Wednesday .....		Monday .....	10	
Thursd. ....		Tuesday .....	11	
Friday .....		Wednesday .....	12	
Saturd. ....		Thursday .....	13	
Monday .....		Friday .....	14	
Tuesday .....		Saturd. ....	15	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Monday .....	16	
Wednesday .....		Tuesday .....	17	
Thursd. ....		Wednesday .....	18	
Friday .....		Thursday .....	19	
Saturd. ....		Friday .....	20	
Monday .....		Saturd. ....	21	
Tuesday .....		Monday .....	22	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Tuesday .....	23	
Wednesday .....		Wednesday .....	24	
Thursd. ....		Thursday .....	25	
Friday .....		Friday .....	26	
Saturd. ....		Saturd. ....	27	
Monday .....		Monday .....	28	
Tuesday .....		Tuesday .....	29	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Wednesday .....	30	
Wednesday .....		Thursday .....	31	
Thursd. ....		Friday .....	1	
Friday .....		Saturd. ....	2	
Saturd. ....		Monday .....	3	
Monday .....		Tuesday .....	4	
Tuesday .....		Wednesday .....	5	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Thursday .....	6	
Wednesday .....		Friday .....	7	
Thursd. ....		Saturd. ....	8	
Friday .....		Monday .....	9	
Saturd. ....		Tuesday .....	10	
Monday .....		Wednesday .....	11	
Tuesday .....		Thursday .....	12	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Friday .....	13	
Wednesday .....		Saturd. ....	14	
Thursd. ....		Monday .....	15	
Friday .....		Tuesday .....	16	
Saturd. ....		Wednesday .....	17	
Monday .....		Thursday .....	18	
Tuesday .....		Friday .....	19	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Saturd. ....	20	
Wednesday .....		Monday .....	21	
Thursd. ....		Tuesday .....	22	
Friday .....		Wednesday .....	23	
Saturd. ....		Thursday .....	24	
Monday .....		Friday .....	25	
Tuesday .....		Saturd. ....	26	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Monday .....	27	
Wednesday .....		Tuesday .....	28	
Thursd. ....		Wednesday .....	29	
Friday .....		Thursday .....	30	
Saturd. ....		Friday .....	31	
Monday .....		Saturd. ....	1	
Tuesday .....		Monday .....	2	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Tuesday .....	3	
Wednesday .....		Wednesday .....	4	
Thursd. ....		Thursday .....	5	
Friday .....		Friday .....	6	
Saturd. ....		Saturd. ....	7	
Monday .....		Monday .....	8	
Tuesday .....		Tuesday .....	9	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Wednesday .....	10	
Wednesday .....		Thursday .....	11	
Thursd. ....		Friday .....	12	
Friday .....		Saturd. ....	13	
Saturd. ....		Monday .....	14	
Monday .....		Tuesday .....	15	
Tuesday .....		Wednesday .....	16	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Thursday .....	17	
Wednesday .....		Friday .....	18	
Thursd. ....		Saturd. ....	19	
Friday .....		Monday .....	20	
Saturd. ....		Tuesday .....	21	
Monday .....		Wednesday .....	22	
Tuesday .....		Thursday .....	23	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Friday .....	24	
Wednesday .....		Saturd. ....	25	
Thursd. ....		Monday .....	26	
Friday .....		Tuesday .....	27	
Saturd. ....		Wednesday .....	28	
Monday .....		Thursday .....	29	
Tuesday .....		Friday .....	30	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Saturd. ....	31	
Wednesday .....		Monday .....	1	
Thursd. ....		Tuesday .....	2	
Friday .....		Wednesday .....	3	
Saturd. ....		Thursday .....	4	
Monday .....		Friday .....	5	
Tuesday .....		Saturd. ....	6	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Monday .....	7	
Wednesday .....		Tuesday .....	8	
Thursd. ....		Wednesday .....	9	
Friday .....		Thursday .....	10	
Saturd. ....		Friday .....	11	
Monday .....		Saturd. ....	12	
Tuesday .....		Monday .....	13	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Tuesday .....	14	
Wednesday .....		Wednesday .....	15	
Thursd. ....		Thursday .....	16	
Friday .....		Friday .....	17	
Saturd. ....		Saturd. ....	18	
Monday .....		Monday .....	19	
Tuesday .....		Tuesday .....	20	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Wednesday .....	21	
Wednesday .....		Thursday .....	22	
Thursd. ....		Friday .....	23	
Friday .....		Saturd. ....	24	
Saturd. ....		Monday .....	25	
Monday .....		Tuesday .....	26	
Tuesday .....		Wednesday .....	27	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Thursday .....	28	
Wednesday .....		Friday .....	29	
Thursd. ....		Saturd. ....	30	
Friday .....		Monday .....	31	
Saturd. ....		Tuesday .....	1	
Monday .....		Wednesday .....	2	
Tuesday .....		Thursday .....	3	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Friday .....	4	
Wednesday .....		Saturd. ....	5	
Thursd. ....		Monday .....	6	
Friday .....		Tuesday .....	7	
Saturd. ....		Wednesday .....	8	
Monday .....		Thursday .....	9	
Tuesday .....		Friday .....	10	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Saturd. ....	11	
Wednesday .....		Monday .....	12	
Thursd. ....		Tuesday .....	13	
Friday .....		Wednesday .....	14	
Saturd. ....		Thursday .....	15	
Monday .....		Friday .....	16	
Tuesday .....		Saturd. ....	17	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Monday .....	18	
Wednesday .....		Tuesday .....	19	
Thursd. ....		Wednesday .....	20	
Friday .....		Thursday .....	21	
Saturd. ....		Friday .....	22	
Monday .....		Saturd. ....	23	
Tuesday .....		Monday .....	24	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Tuesday .....	25	
Wednesday .....		Wednesday .....	26	
Thursd. ....		Thursday .....	27	
Friday .....		Friday .....	28	
Saturd. ....		Saturd. ....	29	
Monday .....		Monday .....	30	
Tuesday .....		Tuesday .....	31	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Wednesday .....	1	
Wednesday .....		Thursday .....	2	
Thursd. ....		Friday .....	3	
Friday .....		Saturd. ....	4	
Saturd. ....		Monday .....	5	
Monday .....		Tuesday .....	6	
Tuesday .....		Wednesday .....	7	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Thursday .....	8	
Wednesday .....		Friday .....	9	
Thursd. ....		Saturd. ....	10	
Friday .....		Monday .....	11	
Saturd. ....		Tuesday .....	12	
Monday .....		Wednesday .....	13	
Tuesday .....		Thursday .....	14	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Friday .....	15	
Wednesday .....		Saturd. ....	16	
Thursd. ....		Monday .....	17	
Friday .....		Tuesday .....	18	
Saturd. ....		Wednesday .....	19	
Monday .....		Thursday .....	20	
Tuesday .....		Friday .....	21	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Saturd. ....	22	
Wednesday .....		Monday .....	23	
Thursd. ....		Tuesday .....	24	
Friday .....		Wednesday .....	25	
Saturd. ....		Thursday .....	26	
Monday .....		Friday .....	27	
Tuesday .....		Saturd. ....	28	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Monday .....	29	
Wednesday .....		Tuesday .....	30	
Thursd. ....		Wednesday .....	31	
Friday .....		Thursday .....	1	
Saturd. ....		Friday .....	2	
Monday .....		Saturd. ....	3	
Tuesday .....		Monday .....	4	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Tuesday .....	5	
Wednesday .....		Wednesday .....	6	
Thursd. ....		Thursday .....	7	
Friday .....		Friday .....	8	
Saturd. ....		Saturd. ....	9	
Monday .....		Monday .....	10	
Tuesday .....		Tuesday .....	11	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Wednesday .....	12	
Wednesday .....		Thursday .....	13	
Thursd. ....		Friday .....	14	
Friday .....		Saturd. ....	15	
Saturd. ....		Monday .....	16	
Monday .....		Tuesday .....	17	
Tuesday .....		Wednesday .....	18	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Thursday .....	19	
Wednesday .....		Friday .....	20	
Thursd. ....		Saturd. ....	21	
Friday .....		Monday .....	22	
Saturd. ....		Tuesday .....	23	
Monday .....		Wednesday .....	24	
Tuesday .....		Thursday .....	25	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Friday .....	26	
Wednesday .....		Saturd. ....	27	
Thursd. ....		Monday .....	28	
Friday .....		Tuesday .....	29	
Saturd. ....		Wednesday .....	30	
Monday .....		Thursday .....	31	
Tuesday .....		Friday .....	1	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Saturd. ....	2	
Wednesday .....		Monday .....	3	
Thursd. ....		Tuesday .....	4	
Friday .....		Wednesday .....	5	
Saturd. ....		Thursday .....	6	
Monday .....		Friday .....	7	
Tuesday .....		Saturd. ....	8	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Monday .....	9	
Wednesday .....		Tuesday .....	10	
Thursd. ....		Wednesday .....	11	
Friday .....		Thursday .....	12	
Saturd. ....		Friday .....	13	
Monday .....		Saturd. ....	14	
Tuesday .....		Monday .....	15	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Tuesday .....	16	
Wednesday .....		Wednesday .....	17	
Thursd. ....		Thursday .....	18	
Friday .....		Friday .....	19	
Saturd. ....		Saturd. ....	20	
Monday .....		Monday .....	21	
Tuesday .....		Tuesday .....	22	
App. motns. ex pte. apps. from orders made on interlocutory motns. & other apps.		Wednesday .....	23	

Marley v Stevenson (1880—M—1,471 act  
 Same v Same (1880—M—1,470) act  
 Ross v Temple act  
 Sample v Ross act  
 National Provincial Bank v Evans act  
 & m f j  
 Cuthbertson v Palmer act  
 Rollings v London Sootish, &c, Building Society act  
 Window v Abbott act  
 In re Mutton Mutton v Mutton act  
 Jones v Brill act  
 The Rock Portland Cement Co v Wilson act & m f j

Mr. Justice FRY.  
 Causes for Trial (with witnesses).  
 Hale v Earl de la Warr act  
 Price v Torrens act  
 In re Phosphate Manure Co, &c mota  
 Kemp v Bellise act  
 Parkes v Clemson act  
 Hardingham v Rowan act  
 Symons v Mulkern act & m f j  
 Parker v Wells act  
 Burial Board of Egremont v Egremont Iron, &c Co act  
 Wright v Davis act  
 Scott (Bart.) v Padwick act  
 Limb v Local Board of Heage act  
 Wells v Thney act  
 Mann v Tylor act  
 Small v Met Ry Co act

Mr. Justice KAY.  
 Causes for Trial (with witnesses).  
 Vermineck v Edwards act  
 In re Sharpe, Sharpe v Sharpe act  
 The Yorkshire Ry Wagon Co v Great Western Ry Co act  
 Moore v Bennett act

Benham v Irvine act  
 Rogerson v Young act  
 Transferred from Sir C. HALL, by order dated Jan. 25, 1882.  
 Macdonald v Patterson act  
 Foster v Legge act  
 Jolliffe v Eden act, wits

Transferred from Mr. Justice CHITTY, by order dated Feb. 27, 1882.  
 In re W. Hall. Hall v Hall act  
 White v Willoughby act & m f j  
 In re C. S. Cowper Souchon v Cowper act  
 Plumptre v Blaxland act  
 King v Ashwin act  
 In re Bramwell Booth v Brooke act

Mr. Justice CHITTY.  
 Causes for Trial (with witnesses).  
 Levett v Newton act pt hd  
 Pearson v Bailey act pt hd  
 Le Blond v Curtis act: SO till evidence complete  
 Sparrow, Tuffaell & Co v Cutts act  
 Callum v Hobbs act In re Hobbs, deed Hobbs v Callum act  
 Eldridge v Davis act  
 Kitwood v Worth act & m f j June 12  
 Johnsson v Palgrave act Churchill v Johnsson act  
 Moore v Hearn act  
 Smith v Darlow adj sunns with wits by order  
 Bennett v Harris act  
 Peacock v Sinclair act (Liverpool)  
 Skipworth v Sayle act  
 Hoole v Brown act  
 Holloway v Cheston act  
 (To be continued.)

In re Joel Emanuel and Co  
 Chadwick v Chadwick and ors  
 Davis v Hunt and anr  
 Whitman v Lord Strathnairn  
 Butler v Penn  
 Crown Side.

CROWN PAPER  
 Lancashire, The Queen v The Judge of Manchester County Court and Holt  
 Cheshire, The Queen v Overseers, &c, of Birkenhead  
 Glamorganshire, Wall v Burnyeth, Brown, and Co, lmd  
 Kingston-on-Hull, Hull Dock Co v Russell  
 Yorkshire, Lucas v Sutcliffe  
 Essex, The Queen v Commissioners of Sewers for the Levels of Fobbing, &c  
 Herefordshire, Young v Rogers and Co  
 Northumberland, North-Eastern Railway Co v Coxon  
 England, The Queen v Bishop of St Albans and anr  
 Stafford, Young v Bentley  
 Lancashire, The Queen v Cookham Union  
 Carnarvonshire, Llandudno Improvement Commissioners v Conway Union

Lancashire, McQuarters v Briggs  
 Gloucestershire, Evans and Co v Midland Railway Co  
 Middlesex, Heaven v Pender  
 London, Watson, Medill, and Co v The Royal Exchange Shipping Co, lmd  
 Wakefield, The Queen v Lee and ors, J's, &c  
 Lancashire, Clarkson v Musgrave and Sons  
 Derbyshire, Hall v Reid  
 London, The Queen v Scott  
 Somersetshire, Beatty and ors v Gillbanks  
 Worcestershire, Griffiths v Earl of Dudley  
 Norfolk, Riches v Pidgeon  
 Birmingham, Parsons v Birmingham Dairy Co  
 Worcestershire, Dawson v Riley

REVENUE PAPER.  
 Martin, surveyor of taxes, v Trustees of Congregational Memorial Hall  
 Last, surveyor, &c, v The London Assurance Corporation  
 Blake, surveyor, &c v Imperial Brazilian, Natal and Nova Cruz Ry Co, lmd  
 The Burial Board of Paddington v The Commissioners of Inland Revenue

## LEGISLATION OF THE WEEK.

### HOUSE OF LORDS.

June 1.—*Bill Read a Second Time.*

PRIVATE BILL.—Exmouth Gas.

*Bills Read a Third Time.*

PRIVATE BILLS.—Bromagrove Gas; Welshpool and Llanfair Railway (Abandonment); Ipswich Tramways (Extensions) (as amended); North-Eastern Railway (Additional Powers) (as amended).  
 Elementary Education Provisional Order Confirmation (London); Elementary Education Provisional Orders Confirmation (West Ham, &c.); Local Government Provisional Order (Highways); Commons Regulation Provisional Orders.

June 2.—*Bills Read a Second Time.*

PRIVATE BILLS.—Maharajah Duleep Singh's Estates; Cleator and Workington Junction Railway; Lambour Valley (Light) Railway; Busby Water; Walton Vicarage.

*Bills Read a Third Time.*

PRIVATE BILL.—St. Paneras Guardians of the Poor.  
 Inclosure (Arkleside) Provisional Order; Inclosure (Bettws Disserth) Provisional Order; Inclosure (Cefn Drawen) Provisional Order; Gas Provisional Orders; Water Provisional Orders.

June 5.—*Bills Read a Second Time.*

PRIVATE BILLS.—Carter's Estate; Taff Vale Railway; Rhymney Railway; Latimer-road and Acton Railway; Church Fenton, Cawood, and Wistow Railway; Hounslow and Metropolitan Railway (Twickenham Extension); Maidstone and Ashford Railway.

*Bills Read a Third Time.*

PRIVATE BILLS.—Great Western Railway (No. 1); Metropolitan Board of Works (Various Powers); Liverpool Improvement.

June 6.—*Bills Read a Second Time.*

PRIVATE BILLS.—Northampton Water; Charing Cross and Waterloo Electric Railway.

*Bills Read a Third Time.*

PRIVATE BILLS.—Arklow Harbour; Lower Thames Valley Main Sewerage Board.

### HOUSE OF COMMONS.

June 1.—*Bill in Committee.*

Artillery Ranges.

*Bills Read a Third Time.*

PRIVATE BILLS.—Great Northern Railway; London and North-Western Railway; Metropolitan and District Railway (City Lines and Extensions); Oswaldtwistle Local Board; South London Market.

*New Bill.*

Bill to amend the law relating to the costs of advocates in county courts (Mr. HASTINGS).

June 2.—*Bills Read a Third Time.*

PRIVATE BILLS.—Eastern and Midlands Railway; Liverpool Tramways; Lynn and Fakenham Railway; Oxford Gas; Southampton Harbour; Sutton Bridge Dock; Swansong Tramways Extensions; Tilbury and Gravesend Tunnel Junction Railway.  
 Poor Rates.

### HIGH COURT OF JUSTICE.

#### QUEEN'S BENCH DIVISION.—TRINITY SITTINGS, 1882.

NEW TRIAL PAPER.  
 For Argument.  
 Middlesex, Nowell v Williams (part heard May 25, 26, 27, and 28, 1880, before Lord Coleridge and Grove and Lopes, JJ)  
 Lord Coleridge  
 Liverpool, Starr and another v Bolland (stands over) Field, J  
 Middlesex; Nordberg, trading, &c v The Trade Auxiliary Co, lmd (Stubb and Co) (to be argued before three judges) Field, J  
 London, Maspons v Mildred & Co Manisty, J  
 Middlesex, Sawyer v London and Westminster Loan and Discount Co Williams, J  
 Lincoln, Jacklin v Peacock Hawkins, J  
 London, Swenson and ors, Owners, &c v Wallace Bros Lopes, J  
 London, Perrin and Wife v Great Eastern Railway Co Field, J  
 Middlesex, Lilley v Garner  
 Lord Coleridge  
 Middlesex, London Tramways Co v Mowlem & Co Pollock, B  
 Manchester, Thompson and ors v Stainton Mathew, J  
 Middlesex, Green v Broad and anr Pollock, B  
 Liverpool, Barr and anr v Gilmour Mathew, J  
 Leeds, Webster v Sell Bowen, J  
 Middlesex, Dunklesbuhler v Pickering and Co North, J  
 London, Pearse v McDonald and anr Bowen, J  
 London, Same v Same Bowen, J  
 London, Allen v Scholfield Cave, J  
 London, Payne v Lord Leonfield Bowen, J  
 London, Robertson v Wrenall Merthyr Colliery Co Field, J

#### SPECIAL PAPER.

For Argument.  
 Davis v Prosser dem to stand of defence (stands over until issues in fact are tried)  
 Elwell v Cotton dem (stands over for settlement)  
 Gould v Marklew dem to stand of claim (stands over for settlement)  
 Castle v Ramsgate Improvement Commissioners sp case (before two judges)  
 Hayward and anr, Clerks, &c v West Kent Main Sewerage Board dem to stand of claim  
 Breckinridge Merchant Shipping and Trading Co v Fletcher, Barrows, & Co dem to stand of defence  
 Pulling v Great Eastern Railway Co dem to stand of claim  
 Wilson v Upton and anr sp case (before two judges)

#### STANDING FOR JUDGMENT.

Colley v Union Discount Loan Co mota nisi for new trial heard before Denman and Lopes, JJ  
 Kaste v Val de Travers Asphalt Co mota nisi for new trial heard before Grove and North, JJ  
 Special Paper.  
 Harding v Pearce heard before Manisty and Williams, JJ  
 Casabogion v Gibb and ors heard before Manisty and Williams, JJ  
 Opposed Motion.  
 Henderson v Miller (Smith 3rd party) heard before Grove and Lopes, JJ

#### OPPOSED MOTIONS.

In the Matter of Henry Standland, a Solicitor  
 Lilley, jun, v Garner (stands over till judgment given on mota nisi for new trial before Huddleston, B)  
 Warren v Ormer (stands over to be heard before Baron Beaumont)  
 Tock v Baron Beaumont  
 Same v Same  
 Parsons v Frowd, sued, &c  
 Griffith v London and St. Katharine Dock Co  
 In re Wm. Micklethwait, Gent, one, &c  
 Pirie and Sons v Fookes  
 Havelock, administratrix, &c v Jay  
 Belckow and Co v Fisher and ors  
 In re Walker and ors  
 London and County Banking Co v Wells  
 Mason v Harker and anr (Norcott 3rd party)  
 Golden v Headley  
 Bargoyns and ors v Collins  
 Rhoolbred and Co v Addison  
 Whitmore v Galpin and anr



## New Bill.

Bill to extend the Acts relating to the purchase of small Government annuities and to insuring payments of money on death (Mr. Fawcett).

June 5.—Bills Read a Second Time.

PRIVATE BILLS.—Dartmouth Harbour Improvement; Liskeard and Caradon Railway.  
County Courts (Advocates' Costs).

Bill in Committee.

## Partnerships.

Bills Read a Third Time.

PRIVATE BILLS.—Accrington Corporation Tramways; Ascot District Gas; Brighton District Tramways; Bury and Tottington District Railway; Coventry and District Tramways; Cranbrook and Paddock Wood Railway (Extension to Hawkhurst); Forcett Railway (Extension); Hull Extension and Improvement; Lancashire and Yorkshire Railway; Lecky and Smyth's Patent; Liverpool United Gaslight Company; London and North-Western Railway (Ordsall-lane); Mersey Railway; Plymouth and District Tramways; St. Helen's (Corporation) Water; Severn Bridge and Forest of Dean Central Railway; Southport and Cheshire Lines Extension Railway; Swindon and Cheltenham Extension Railway; Tottenham and Edmonton Gas; Westgate and Birchington Gas; Wimbledon and West Metropolitan Junction Railway.

June 6.—Bill Read a Second Time.

PRIVATE BILL.—Whitehaven Harbour and Dock.  
Settled Estates (referred to Select Committee on the Conveyancing Bill); Vagrancy.

Bills Read a Third Time.

PRIVATE BILLS.—Kingsbridge and Salcombe Railway; Manchester, Sheffield, and Lincolnshire Railway and Cheshire Lines; Melton and Hollesly Bay Railway; South London Tramways; Norwood District Tramways.

## New Bills.

Bill to amend the law respecting the obtaining of corn returns (Mr. CHAMBERLAIN).

Bill to amend the law of settlement and removal (Mr. DODSON).

June 7.—Bills Read a Third Time.

PRIVATE BILLS.—Local Government Provisional Orders (No. 3); Pier and Harbour Provisional Orders (No. 3).

## RECENT SALES.

At the Stock and Share Auction Company's sale, held on Friday, the 2nd inst., at their sale-room, Crown-court-buildings, Old Broad-street, the following were amongst the prices obtained:—Pembroke and Tenby Ralls £10 pref. shares, £7 10s.; Indian Phoenix £1 shares, 30s.; La Plata Mining and Smelting 10dol. shares, fully paid, 2½; Rhodes Reef £1 shares, 17s. 6d.; Old Shepherds Mines, £1 fully paid, 10s.; Indian Kingston and Sandhurst £1 shares, 6s.; Indian Consolidation £1 shares, par; Nundydroog Gold Mines, 6s. 6d.; Ooregum Gold Mines £1 shares, 6s. 6d.; Walla Wynaad Gold Mines £1 shares, 5s.; and other miscellaneous securities fetched fair prices. At the sale held on Tuesday, the 6th inst., the following were amongst the prices obtained:—Nundydroog Gold Mining £1 shares, 12s.; English Australian Gold Mining £1 shares, 9s. 6d.; Great Britain Smoke Consuming and Fuel Saving £1 shares, 4s.; Nine Reefs Gold Mining £1 shares, 6s.; Indian Kingston and Sandhurst Gold Mining £1 shares, 6s. 3d.; Junior Army and Navy Stores £1 shares, 15s.; City of London Discount Corporation £10 shares, £5 paid (ex. div.), £4; La Plata Mining and Smelting 10dol. shares, £2 18s. 3d.; Pawson & Co. (Limited) £10 shares, £4 paid, £5; Hoover Hill Gold Mining £1 shares, 6s.; and other miscellaneous securities fetched fair prices.

The Stock and Share Auction Company, Crown-court-buildings, Old Broad-street, desire us to announce that they have opened a Paris agency at No. 1, Rue Castiglione, Paris.

## SALES OF ENSUING WEEK.

June 13.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 7).  
June 13.—Mr. ROBINS, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, June 3, p. 4).  
June 14.—Messrs. FAREBROTHER, ELLIS, CLARK & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties, and Leasehold Ground Rents (see advertisement, May 27, p. 4, and this week, p. 12).  
June 14.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, at 2 p.m., Freehold Estates (see advertisement, May 20, p. 4).  
June 14.—Messrs. DANIEL SMITH & Co., at the Mart, at 2 p.m., Freehold Estate (see advertisement, this week, p. 18).  
June 15.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, at 12 for 1 p.m., Leasehold Property (see advertisement, May 27, p. 4).  
June 15.—Messrs. GLASIER & SONS, at the Mart, at 2 p.m., Freehold Estate (see advertisement, this week, p. 14).  
June 16.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 16).

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTH.

WALKER.—June 4, at 7, Clevedon-terrace, Rochester, the wife of W. Gregory Walker, of Lincoln's-inn, barrister-at-law, of a daughter.

## DEATHS.

KEMPLAY.—June 4, at his residence, 48, Leinster-gardens, Hyde-park, James Kemplay, Q.C., Bencher of the Middle Temple, and of the North-Eastern Circuit, aged 71.

SHEEHAN.—May 29, at Charter House, John Sheehan, barrister-at-law, aged 68.

## LONDON GAZETTES.

## Bankrupts.

FRIDAY, June 2, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London:

Stanger, Urban Napoleon, Lever st; St Luke's, Baker. Pet June 1. Murray. June 2 at 2.

To Surrender in the Country.

Jewsbury, Seth, Leicester, Boot and Shoe Manufacturer. Pet May 26. Moore. Leicester, June 14 at 12.  
Lamb, William Henry, and Edwin Albert Fades, Birmingham, Manufacturing Jewellers. Pet May 31. Parry. Birmingham, June 16 at 2.  
Livingston, Robert, Liverpool. Pet May 31. Cooper. Liverpool, June 14 at 12.  
Pengelly, Richard, Bodmin, Cornwall; Shoemaker. Pet May 30. Chilcott. Truro, June 14 at 11.  
Tigar, Pennoek Hardwick, Bridlington, York, of no occupation. Pet May 26. Woodall. Scarborough, June 19 at 3.  
Williams, David, Aberdare, Grocer. Pet May 30. Howell. Aberdare, June 15 at 12.

TUESDAY, June 6, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London:

Vine, Thomas Cox, Newland terrace, Kensington, Builder. Pet June 2. Murray. June 28 at 12.

To Surrender in the Country.

Fawcett, William Lea, and Robert Fawcett, Stourport, Worcester, Carpet Manufacturers. Pet June 3. Talbot. Kidderminster, June 19 at 3.  
Perkes, Richard, Stoke upon Trent, Glass Engraver. Pet June 1. Keary. Stoke upon Trent, June 20 at 12.  
Spark, Thomas, Sunderland, Durham; Boot and Shoe Dealer. Pet June 1. Ellis. Sunderland, June 20 at 12.  
Whittaker, Jackson, and Richard Henry Whittaker, Lincoln, Farmers. Pet June 2. Staniland. Boston, June 24 at 11.

## BANKRUPTCIES ANNULLED.

FRIDAY, June 2, 1882.

France, Robert John Barton Wilson; Westminster Palace Hotel. May 31.

## Liquidations by Arrangement.

## FIRST MEETINGS OF CREDITORS:

FRIDAY, June 2, 1882.

Beeson, Henry Read, Gt Grimsby, Fishing Vessel Owner. June 13 at 3.30 at office of Mason, Victoria at South, Gt Grimsby.  
Belasco, Isaac, Bramerton st, Chelsea, out of business. June 12 at 3 at office of Hosen-thal, Holborn viaduct.  
Brown, Dixon, Newcastle-upon-Tyne, Innkeeper. June 14 at 2 at office of Wallace, Hut-ton chhrs, Pilgrim st, Newcastle upon Tyne.  
Buckley, James, Carrington Moss, nr Dunham Massey, Chester, Farmer. June 28 at 3 at office of Moore, Upper Bank st, Warrington.  
Cannon, Walter, Chesham, Miller. June 16 at 3 at Crown Hotel, Croydon. Harris.  
Borough High st, Southwark.  
Cornwall, John Birkett, and John Brown, jun, Seacombe, Chester, Coal Merchants. June 15 at 2 at office of Francis, Hamilton sq, Birkenhead.  
Crosby, Hannah, York, Hotel Keeper. June 19 at 11 at office of Crumbe, Stonegate, York.  
Evans, Daniel, Troedyrhiew, nr Merthyr Tydfil, Weaver. June 17 at 1 at office of Vaughan, High st, Merthyr Tydfil.  
Evans, James, St. Enoder, Cornwall, Mine Agent. June 14 at 11 at office of Paul and Adams, Quay st, Truro.  
Fox, William, Northampton, Saddler. June 14 at 11 at office of Jeffery, College st, Northampton.  
Harrison, Henry, Bolton, Grocer. June 19 at 3 at office of Whittingham and Whittingham, Exchange st, Bolton.  
Haastick, Orestes Jersey, Gillingham, Kent, Carpenter. June 16 at 3 at Hill Hotel, Rochester. Wood and McLellan, Chatham.  
Hilton, George, High st, Notting Hill Gate, Upholsterer. June 15 at 3 at 144, Chesham st, Morley.  
Hine, Thomas, Cricklade, Wilt, Dealer. June 12 at 11 at office of Coleman and Co, North st, Swindon.  
Howe, Robert Whitworth, Bedford, out of business. June 15 at 11 at Bedford Arms Inn, Broadham rd, Bedford. Nicholson, Bedford.  
Hopwell, John, Leicester, Engineer. June 12 at 3 at office of Hinks, Bowling Green st, Leicester.  
Jimenez, Antonio Ygnacio, Servando Goff Jimenez, and Ernest Edward Jimenez, Crutched Friars, General Merchants. June 27 at 2 at Guildhall Coffee house, Gresham st. Saffory and Huntley, Tooley st.  
Johnson, John, Kingston upon Hull, Ironmonger. June 15 at 3 at office of Mendis and Penny, Parliament st, Kingston upon Hull.  
Jones, Charles Alfred, Nantwich, Chester, Chemist. June 19 at 2 at office of Lisle, Nantwich.  
Jones, Winifred, Gwacynsgor, nr Prestatyn, Flint, Grocer. June 12 at 3 at office of Jameson, Lord st, Liverpool.  
Kirby, Joseph, Leicester, Butcher. June 13 at 3 at offices of Wright, Belvoir st, Leicester.  
Lee, James Tipson, Leighton Buzzard, Grocer. June 29 at 11 at Temperance Hotel, Lako st, Leighton Buzzard. Freeman, Dunstable.

Lidgett, James, Gt Grimsby, Auctioneer. June 14 at 2.30 at George Hotel, Whitefriars gate, Kingston upon Hull. Mason, Gt Grimsby  
 McTighe, Patrick, Huddersfield, Picture Frame Dealer. June 12 at 3 at offices of Ainley, New st, Huddersfield  
 Maddison, Philip, and Frederic Maddison, Sunderland, Cabinet Makers. June 14 at 12 at Guildhall Tavern, Gresham st. Alcock and Routledge, Sunderland  
 Mann, Joseph Norman, Brentford, Grocer. June 15 at 3 at office of Howard, Southampton blids  
 Masters, Alfred William, Birmingham, Beer Retailer. June 15 at 11 at office of Mallard, Newhall chmbrs, Birmingham  
 Morgan, William, Northampton, out of business. June 16 at 3 at office of Walker, Market st, Northampton  
 Morris, Charles Edward David, Bassalley, Monmouth, Tin Plate Manufacturer. June 17 at 2 at office of Colborne and Ward, Victoria chmbrs, Newport  
 Newell, George, Oxford st, Draper. June 16 at 3 at Guildhall Tavern, Gresham st. Nicholls and Grant, Gresham st  
 Pinchin, Thomas Edward, Kingston upon Hull, Hosier. June 13 at 3 at office of Salmon, Scale lane, Kingston upon Hull  
 Platts, Robert Henry, Sheerness, Tobacconist. June 16 at 11 at office of Aylesbury, Edward st, Sheerness  
 Proffitt, Alfred, Walsall, Stafford, Butcher. June 20 at 11 at office of Smith, Lichfield st, Walsall  
 Pryce, George Septimus, Crowcombe, Baker. June 19 at 12 at office of Trenchard, Hammet st, Taunton  
 Reuter, Charles, Silk st, Cripplegate, Manufacturer. June 13 at 3 at office of Smith and Eldridge, Gt James st, Bedford row  
 Richards, Thomas, Folkingham, Lincoln, Farmer. June 15 at 12 at office of Schofield, Bourne  
 Rounds, William, and John Gough, Willenhall, Miners. June 21 at 11 at office of Vaughan, Willenhall  
 Russell, William, and James Horsborough, Whitby, Grocers. June 10 at 11 at office of Draper, Stockton on Tees  
 Scotter, Edwin, Newcastle upon Tyne, Boot Manufacturer. June 9 at 10 at office of Sewell, Newcastle upon Tyne  
 Sharpe, John, St Clement's st, Barnsbury, General Dealer. June 12 at 2 at offices of Norris, Southampton blids, Chancery lane  
 Sheard, John France, Mirfield, Joiner. June 21 at 3 at office of Wilson, Exchange blids, Mirfield  
 Smith, Thomas, Kingston upon Hull, Plumber. June 12 at 3 at the Law Society's Hall, Bowalley lane, Kingston upon Hull. Woodhouse, Kingston upon Hull  
 Stagg, William Tyndall, Manchester, Wine and Spirit Merchant. June 12 at 11 at offices of Slater and Turnbull, Cooper st, Manchester  
 Style, Alfred William, Margate, Kent, Visiting Tutor. June 15 at 2 at office of Hills, Grosvenor ter, Margate  
 Taylor, Thomas, Helmdon, Northampton, Builder. June 16 at 12 at office of Pellatt, High st, Banbury  
 Thompson, Henry Charles, Mincing lane, Colonial Broker. July 15 at 12 at office of Fuller and Wise, Gresham st, in lieu of the place originally named  
 Townsend, John, Huddersfield, York, Grocer. June 22 at 3 at Pack Horse Hotel, Huddersfield. Freeman, Huddersfield  
 Wade, William James Tomes, High Holborn, Gunmaker. June 15 at 2 at 103, Chancery lane. Vanderpump, Gray's inn sq  
 Watts, Charles, Bravington rd, Harrow rd, Railway Carrier. June 12 at 3 at 1a, Farringdon rd. Hird, Lincoln's inn chmbrs, Chancery lane  
 Whitehead, Joseph, Birmingham, Provision Dealer. June 16 at 3 at office of Jaques, Temple row, Birmingham  
 Windsor, William Henry, Median rd, Lower Clapton, Ship Broker. June 22 at 2 at offices of Buchanan and Rogers, Basinghall st  
 Woodward, Joseph Frederick, Portchester rd, Bayswater, Corn Merchant. June 19 at 2 at office of Moss, Winchester House, Old Broad st

TUESDAY, June 6, 1882.

Amor, James Barnes, King st, Covent grdn, Proprietor of the Falstaff Club. June 29 at 2 at Inns of Court Hotel, Holborn. Beyfus and Beyfus, Lincoln's inn fields  
 Atkinson, William Thornborough, Tynemouth, Northumberland, Grocer. June 15 at 3 at office of Joliffe, Collingwood st, Newcastle upon Tyne  
 Badland, Joseph, Birmingham. June 15 at 11 at office of O'Connor, Bennet's hill, Birmingham  
 Barnes, Charles Edward, Upwell, Norfolk, Grocer. June 20 at 10.30 at office of Sidney and Ollard, York row, Wisbech  
 Barnes, Thomas, Beverley, York, Hotel Keeper. June 19 at 12 at office of Silvester, Ladygate, Beverley  
 Bell, John Wymark, Sunderland, Durham, Fruiterer. June 19 at 11 at offices of Graham and Shepherd, John st, Sunderland  
 Birch, John, St Andrew's, Uxbridge, Music Seller. June 23 at 3 at Chequer's Hotel, Uxbridge. Mercer, Uxbridge  
 Bird, Edward, St Alban's, Hertford, Grocer. June 19 at 4.15 at office of Dumville, St Peter st, St Alban's  
 Bligh, Martin Joseph, Bradford, York, Grocer. June 9 at 3 at office of Rhodes, Parkinson's chmbrs, Market st, Bradford  
 Boyle, William, Birmingham, Glass and China Merchant. June 16 at 2 at offices of Coleman and Co, Colemore row, Birmingham  
 Briagrett, Isaac, Stanley Lane End, near Wakefield, York, out of business. June 19 at 11 at offices of Lake and Lake, Southgate, Wakefield  
 Brown, David, Mile End rd, Licensed Victualler. June 15 at 3 at Masons' Hall Tavern, Masons' avenue. White, Queen st, Cannon st  
 Brownlow, Charles, Market Rasen, Lincoln, Builder. June 21 at 11 at offices of Chambers, King st, Market Rasen  
 Collins, Henry Gould, Brighton, Sussex, Watch and Clock Maker. June 21 at 12 at offices of Shearman, Gresham st  
 Cooke, James, Blackburn, Lancaster, Glass Dealer. June 19 at 10.30 at offices of Haworth, Lord st West, Blackburn  
 Cooper, James Henry, Piccadilly, out of business. June 28 at 3 at offices of Montagu, Bucklersbury  
 Cox, William Lewis Henry, General Post Office, St Martin's la Grand, Clerk. June 19 at 3 at offices of Andrews and Mason, Ironmonger lane. Castle, Poultry  
 Cramp, Alfred, Deptford, Kent, Hatter. June 19 at 3 at Cambridge House, High rd, Lee. Tucker, Lee  
 Cross, Thomas, Bristol, Jam Manufacturer. June 19 at 2 at offices of Sibby and Dickinson, Exchange West, Bristol  
 Crossley, William, and Alfred Crossley, Portsmouth, near Todmorden, Lancaster, Cotton Manufacturers. June 20 at 3 at Mitre Hotel, Cathedral yd, Manchester. Craven, Todmorden  
 Dicker, Ellen, George st, Langham st, Licensed Victualler. June 22 at 3 at offices of Lumley and Lumley, Conduit st, Bond st  
 Downe, Endon, Burnley, Stafford, China Manufacturer. June 19 at 2.20 at offices of Clarke and Hawley, Church st, Longton  
 Edmundson, Richard, Manchester, Yarn and Cloth Agent. June 21 at 3 at Sale and Co, Booth st, Manchester  
 Emerson, Ralph, Castle Eden, Durham, Butcher. June 20 at 3 at New Station Hotel, Church st, West Hartlepool. Wilson, West Hartlepool  
 Gamble, James, Bath, Somerset, Captain. June 20 at 11 at offices of Clark, Union st, Bath  
 Gay, Henry, Oldham Common, Gloucester, Boot Manufacturer. June 16 at 12 at office of Essery, Nicholas st, Bristol  
 Geddie, Henry, Cockley, Suffolk, Farmer. June 23 at 2 at Angel Hotel, Halesworth. Pollard, Ipswich  
 Gibbons, William Henry, Merthyr Tydfil, Glamorgan, Innkeeper. June 17 at 2 at 2, Castle st, Merthyr Tydfil. Phillips, Aberdare  
 Graham, Alfred, Eastbourne, Sussex, Newsagent. June 20 at 3 at 64a, Terminus rd, Eastbourne. Dearle and Edgeworth, Eastbourne

Haigh, Thomas, and Frederick Henry Hobson, Liverpool, Joiners. June 27 at 13 at 14, Cook st, Liverpool. Rogerson and Co, Liverpool  
 Harry, William Marshall Dyer, New Cross, Kent, Clerk. June 15 at 1 a office of Stocker, St Mary-axe  
 Hughes, Thomas Edward, Cefn, nr Ruabon, Denbigh, Surveyor. June 19 at 12 at office of Bott, the Priory, Wrexham  
 Hulme, Thomas, Florence, nr Longton, Stafford, China Manufacturer. June 19 at 2.30 at office of Clarke and Hawley, Church st, Longton  
 James, Charles Augustus, Pontypriid, Glamorgan, Travelling Auctioneer. June 22 at 2 at Queen's Hotel, St Mary st, Cardiff. Thomas  
 Jones, John, Newtown, Montgomery, out of business. June 16 at 12.30 at office of Wooman, the Bank, Newtown  
 Just, James Watson, Sunderland, Durham, Master Mariner. June 20 at 11 at office of Green, John st, Sunderland  
 Kent, James Richard, Northampton, Boot Maker. June 20 at 3 at Peacock Hotel, Market st, Northampton. Andrew, Northampton  
 Lamson, William Mortimer, Exeter, Brush Maker. June 16 at 11 at office of Andrew, Bedford circus, Exeter. Ford  
 Lamer, George, Upper Norwood, Surrey, Bookseller. June 16 at 2 at office of Swithinbank, Laurence Pountney lane. Herbert and Kent, Grangechurch st  
 Lempiere, Charles, Paddington green, Journalist. June 19 at 12 at office of Batten and Co, Great George st  
 Levy, Jacob, Brushfield st, Bishopsgate st Without, Boot Maker. June 19 at 3 at 11 Ironmonger lane. Kisbey, Cheapside  
 Lilley, John, Wolverhampton, Stafford, Grocer. June 14 at 3 at Great Western Hotel, Birmingham  
 Loveless, John, St Mary Extra, Southampton, Beer Retailer. June 19 at 2 at office of Killby, Portland st, Southampton  
 Marsden, Charles, Barnsley, York, Wine Merchant. June 16 at 1.30 at Three Crowns Hotel, Queen st, Barnsley. Bramley, Sheffield  
 Mason, Henry Baxter Branwhite, Wrexham, Norfolk, Solicitor. June 16 at 3 at County Court House, Droytham Market. Mason  
 Medox, John Sydney, Rochester, Kent, Jeweller. June 26 at 3 at King's Head Hotel, High st, Rochester. Shakespeare, Chatham  
 Moore, Walter, Havant, Hants, Builder. June 19 at 3 at office of Edmonds and Co, St James's st, Portsea  
 Nesbit, George, Newcastle-upon-Tyne, Miller. June 19 at 2 at office of Bird, Grey st, Newcastle-upon-Tyne  
 Pierce, Hugh Edward, and Harry James Horton, Denbigh, Drapers. June 19 at 12 at Green Dragon Hotel, Chester. Gold and Co, Denbigh  
 Priestley, Fred, Gatebottom, nr Todmorden, York, Warp Sizer. June 21 at 11.15 at office of Eastwood, Masonic Hall, Todmorden  
 Renton, Robert, Sheffield, York, Anvil Maker. June 16 at 3 at office of Law Society, Bank st, Sheffield. Broomhead and Co, Sheffield  
 Richards, Thomas, Haverfordwest, Butcher. June 14 at 2 at office of James, Haverfordwest  
 Rigg, John George, Loftus in Cleveland, York, Commission Agent. June 16 at 11 at offices of Jackson and Jackson, Albert st, Middlesborough  
 Roberts, Edward Arthur, Paul, Cornwall, Engineer. June 20 at 11 at offices of Borlase and Co, Clarence st, Penzance  
 Roberts, Thomas, Wrexham, Denbigh, out of business. June 19 at 11 at office of Humphreys, Temple row, Wrexham  
 Simmonds, Frederick, Maidstone, Kent, Boot and Shoe Maker. June 20 at 3 at Guildhall Tavern, Gresham st. Hayward, King st, Guildhall  
 Squire, Alfred, Barnsley, York, Tailor. June 19 at 11 at office of Binney and Co, Hoole's chmbrs, Sheffield  
 Stones, Edward, Cleethorpes, Lincoln, Innkeeper. June 19 at 11 at St Mary's chmbrs, West St Mary's gate, Great Grimsby. Grange and Wintingham  
 Stringer, Richard, Leeds, Builder. June 19 at 3 at office of Billington, Great George st, Leeds  
 Strong, Absolom, Devonshire st, Queen sq, Butcher. June 22 at 2 at office of Layton and Co, Budge row  
 Thompson, Thomas, Blackburn, Lancaster, Hatter. June 16 at 3, at office of Holland, Northgate, Blackburn  
 Thompson, Emeley Benson, Newcastle upon Tyne, Clothes Dealer. June 16 at 2 at offices of Thomas and Dove, Post Office chmbrs, St Nicholas sq, Newcastle upon Tyne  
 Thomas, Rees, Llandebe, Carmarthen, Licensed Victualler. June 26 at 1 at offices of Bishop and Child, Carmarthen st, Llandilo  
 Thurston, Thomas, South Shields, Durham, Grocer. June 16 at 3 at office of Newlands, King st, South Shields  
 Troughton, William, Garston, Liverpool, Grocer. June 21 at 2 at office of Knowles, Cook st, Liverpool  
 Tryhall, Alfred, Penzance, Cornwall, Builder. June 19 at 11 at office of Borlase and Co, Clarence st, Penzance  
 Vogel, Christian, Stratford New Town, Essex, Baker. June 21 at 12 offices of Hatchett and Co, Mark lane  
 Wadsworth, John, Sheffield, York, Saddler. June 19 at 4 at offices of Binney and Co, Hoole's chmbrs, Bank st, Sheffield  
 Waite, Anthony Temple, Creyke Castle, York, Gentleman. June 21 at 11 at Inns of Court Hotel, Holborn. Dale

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